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**Tri-City Mental Health Authority**  
**Administration Office**  
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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  
Paula Lantz (Pomona), Board Member  
Elizabeth Ontiveros-Cole (Pomona), Board Member  
Ronald T. Vera (Claremont), Board Member

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## AGENDA

### GOVERNING BOARD / MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

WEDNESDAY, DECEMBER 16, 2020  
AT 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 meeting click on the following link:**

[https://webinar.ringcentral.com/webinar/register/WN\\_pv5rWkFwQRSr-wIPmqaAlw](https://webinar.ringcentral.com/webinar/register/WN_pv5rWkFwQRSr-wIPmqaAlw)

**Or you may call: 1(213) 250-5700**  
**Webinar ID: 149 861 9530**

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

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

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

#### CALL TO ORDER

Chair Carder calls the meeting to Order.

**GOVERNING BOARD ROLL CALL**

Board Member Carolyn Cockrell, Board Member Nora Garcia, Board Member Paula Lantz, Board Member Elizabeth Ontiveros-Cole, and Board Member Ron Vera; Vice-Chair Jed Leano; and Chair Robin Carder.

**MENTAL HEALTH COMMISSION ROLL CALL**

Commissioner Ethel Gardner, Commissioner Joan M. Reyes, Commissioner Wray Ryback, Commissioner Twila Stephens, Commissioner Alfonso Villanueva, Commissioner David Weldon, Commissioner Davetta Williams; Vice-Chair Anne Henderson; and Chair Toni L Watson.

**POSTING OF AGENDA**

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

**PRESENTATION**

**AN AWARD OF RECOGNITION WILL BE PRESENTED TO THE POMONA POLICE DEPARTMENT FOR THEIR PARTNERSHIP AND ITS DEDICATED SERVICE AND COMMITMENT TO THE COMMUNITIES WE SERVE**

**AN AWARD OF RECOGNITION WILL BE PRESENTED TO RETIRING CITY OF LA VERNE STAFF LIAISON TO TCMHA GOVERNING BOARD WILLIAM (BILL) AGUIRRE, COMMUNITY SERVICES DIRECTOR, FOR HIS LEADERSHIP AND DEDICATED SERVICE TO TRI-CITY SINCE 1999**

**AN AWARD OF RECOGNITION WILL BE PRESENTED TO RETIRING CHIEF OPERATIONS OFFICER NANCY GILL TO FOR HER 17 YEARS OF LEADERSHIP AND DEDICATED SERVICE TO TRI-CITY SINCE 2003**

**“RECOVERY MOMENTS” STORY** - Staff will introduce Tri-City clients from Clinical and MHSA programs, respectively, to talk about their journey of healing and recovery.

**MENTAL HEALTH COMMISSION****1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF NOVEMBER 10, 2020**

Recommendation: “A motion to approve the Mental Health Commission Minutes of its Regular Meeting of November 10, 2020.”

**2. 2020 DATA NOTEBOOK FOR CALIFORNIA BEHAVIORAL HEALTH PLANNING COUNCIL (CBHPC) ON TELEHEALTH TECHNOLOGY AND OTHER STRATEGIES TO PROVIDE BEHAVIORAL HEALTH SERVICES DURING THE COVID-19 PUBLIC HEALTH EMERGENCY**

Tri-City Mental Health Commission, with staff assistance, answered the Data Notebook questions pursuant to (W.I.C. 5604.2) to report each year to the CBHPC.

**CONSENT CALENDAR – GOVERNING BOARD**

**3. APPROVAL OF MINUTES FROM THE NOVEMBER 18, 2020 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of November 18, 2020.”

**4. CONSIDERATION OF RESOLUTION NO. 563 OF THE GOVERNING BOARD OF TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS 2021 MEETING SCHEDULE**

Recommendation: “A motion to approve Resolution No. 563, adopting the Governing Board & MHC 2021 Meeting Schedule.”

**5. APPROVAL OF RESOLUTION NO. 564 ADOPTING REVISED FY 2020-21 CLASSIFICATION AND SALARY SCHEDULE TO COMPLY WITH THE NEW STATE MINIMUM WAGE REQUIREMENTS EFFECTIVE JANUARY 1, 2021**

Recommendation: “A motion to adopt Resolution No. 564 establishing a revised FY 2020-21 Classification and Salary Schedule for Tri-City Mental Health Authority effective January 1, 2021 to comply with the new State Minimum Wage requirements.”

**NEW BUSINESS - GOVERNING BOARD**

**6. CONSIDERATION OF RESOLUTION NO. 565 AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT ON BEHALF OF TRI-CITY A COMPETITIVE FUNDS ROUND 3 APPLICATION TO PARTICIPATE IN THE NO PLACE LIKE HOME (NPLH) PROGRAM**

Recommendation: “A motion to authorize Tri-City to partner with the Cesar Chavez Foundation for 7 units of permanent supportive housing in the West End Village Housing Project; and adopt Resolution No. 565 authorizing the Executive Director to file on behalf of Tri-City a NPLH Competitive Allocation Round 3 Application.”

7. **CONSIDERATION OF RESOLUTION NO. 566 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE POMONA ECONOMIC OPPORTUNITY CENTER (PEOC) FOR COVID-19 COMMUNITY OUTREACH AND ENGAGEMENT; AND ACCEPTING THE LA COUNTY COVID-19 COMMUNITY EQUITY FUND (CCCEF) GRANT IN THE AMOUNT OF \$53,200**

Recommendation: “A motion to adopt Resolution No. 566 accepting a CCCEF grant in the amount of \$53,200; approving the MOU with the PEOC for COVID-19 community outreach and engagement; and authorizing the Executive Director to execute it.”

8. **CONSIDERATION OF RESOLUTION NO. 567 AWARDED A THREE-YEAR AGREEMENT TO CITIGUARD, INC. FOR SECURITY GUARD SERVICES BEGINNING JANUARY 1, 2021, IN THE AMOUNT OF \$1,430,244.00, WITH AN OPTION TO EXTEND TWO ADDITIONAL YEARS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to award the Agreement for Security Guard Services to Citiguard, Inc. and adopt Resolution No. 567 authorizing the Executive Director to execute a Three-Year Agreement with Citiguard beginning January 1, 2021, in the amount of \$1,430,244.00, with an option to extend two additional years, totaling \$2,383,740.00 for five years.”

9. **CONSIDERATION OF RESOLUTION NO. 568 AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2020-21 BUDGET BY INCREASING OFFICE SUPPLIES AND EQUIPMENT EXPENSES IN THE AMOUNT OF \$44,000; AND ADOPTING TEMPORARY TELECOMMUTING EXPENSE REIMBURSEMENT POLICY AND PROCEDURE NO. XI.21**

Recommendation: “A motion to adopt Resolution No. 568 Authorizing an Amendment to the Fiscal Year 2020-21 Budget by increasing Office Supplies and Equipment Expenses in the amount of \$44,000; and establishing a Temporary Telecommuting Expense Reimbursement Policy & Procedure No. XI.21.”

10. **CONSIDERATION OF RESOLUTION NO. 569 AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2020-21 BUDGET BY INCREASING CONSULTING SERVICES IN THE AMOUNT OF \$12,000; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BRAND PURPOSE, LLC**

Recommendation: “A motion to adopt Resolution No. 569 amending the Fiscal Year 2020-21 Budget by increasing Consulting Services in the amount of \$12,000; and authorizing the Executive Director to execute the First Amendment to Professional Services Agreement with Brand Purpose, LLC.”

**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. **SEYAM 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 December staff reports.”

**GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS**

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

**PUBLIC COMMENT**

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

**ADJOURNMENT**

The next Regular Meeting of the **Mental Health Commission** will be held on **Tuesday, January 12, 2021 at 3:30 p.m.** via teleconference due to the COVID-19 pandemic.

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, January 20, 2021 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic.

MICAELA P. OLMOS  
JPA ADMINISTRATOR/CLERK



**MINUTES  
REGULAR MEETING OF THE MENTAL HEALTH COMMISSION**

**NOVEMBER 10, 2020 – 3:30 P.M.**

The Mental Health Commission met in a Regular Meeting on Tuesday, November 10, 2020 at 3:32 p.m. 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** Vice-Chair Henderson called the meeting to order at 3:32 p.m.

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

**PRESENT:** Anne Henderson, Vice-Chair  
Carolyn Cockrell, GB Member Liaison  
Joan M. Reyes  
Wray Ryback  
Twila L. Stephens  
Alfonso "Al" Villanueva  
David J. Weldon

**ABSENT:** Toni L. Watson, Chair  
Ethel Gardner  
Davetta Williams

**STAFF:** Toni Navarro, Executive Director  
Rimmi Hundal, Director of MHSA and Ethnic Services  
Gamaliel Polanco, Wellness Center Manager  
Rocio Bedoy, Best Practices Manager  
Mica Olmos, JPA Administrator/Clerk

**REGULAR BUSINESS**

**I. APPROVAL OF MINUTES FROM THE OCTOBER 13, 2020 MENTAL HEALTH COMMISSION REGULAR MEETING**

There being no comment, Commissioner Reyes, and Commissioner Stephens seconded, to approve the Minutes of the October 13, 2020 Mental Health Commission Regular Meeting. The motion was carried by the following vote: AYES: Commissioners Reyes, Stephens, Villanueva, and Weldon; Vice-Chair Henderson; and. NOES: None. ABSTAIN: Commissioner Ryback and Board Member Liaison Cockrell. ABSENT: Commissioners Gardner and Williams; and Chair Watson.

**AGENDA ITEM NO. 1**

## II. PRESENTATION

### A. “RECOVERY MOMENTS” STORY

Diana stated that she arrived at Tri-City approximately eleven years ago, with a couple breaks in between; indicated that she was on her own and unaware of her mental health issues; discussed the difficulties her family faced such as homelessness, domestic violence, health issues, and losing her children to DCFS (Department of Children and Family Services); discussed her road to recovery, noting that Tri-City helped her get her children back; expressed how much she owes to Tri-City because of the support she received from everyone and for making her a person who can contribute to society, even though she has nothing to offer; and conveyed how important it is to have a safe environment and a safe space to speak, noting that this literally is life changing and life-saving.

Executive Director Navarro thanked Diana for sharing her story; and stated how wonderful it is that she has her children back, and that she is giving back to the community.

Vice-Chair Henderson also thanked Diana for sharing her story because the process that she has gone through, gives us hope for other people and it supports the work that we do.

Louie, TCG participant for approximately two years talked about how the Therapeutic Community Garden has impacted him; he expressed appreciation for what the Wellness Center staff has done to help him with this mental health; however, somehow the gardening area is something more deeper; stated what when you work with your hands, you feel like you are at home and it helps you relax solve a lot of distress; that you learn to understand how life works and staff help you build self-esteem; stating that Tri-City is doing a fantastic job.

Executive Director Navarro stated that it was such a wonderful story and thanked Louie for sharing with Tri-City today; and shared that the Governing Board had authorized the renovation of the Therapeutic Community Garden and the grand opening will take place next year around this time.

### B. TRI-CITY’S PARTICIPATION IN POMONA VISION 2030: A PLANNING INITIATIVE FUNDED BY THE BALLMER GROUP

Executive Director Navarro stated that she is part of a collaborative of leaders, convened by the Fairplex, which includes Tri-City, Bright Prospects, the City of Pomona, Cal Poly Pomona, Pomona Unified School District, the Learning Center, the Pomona Leadership Training, who came together to discuss an opportunity from the Ballmer Group, which is a philanthropy group looking to invest in LA County in development and infrastructure, noting that the Ballmers have been successful in the state of Texas, Washington, and Northern California in providing funding to communities to help them develop infrastructure across community support systems, where at the local level community organizations can thrive and create success for their children, their youth, their adults, as well as older adults. She explained that Pomona Vision 2030 is a vision for the next decade for Pomona to become a place for people to thrive, not just survive; that the group met monthly and discussed for almost a year what a community should look like from birth through to the end of life, which included having good healthcare, great education system and childcare, jobs and great employment opportunities, opportunities to attend college and vocational and professional training, easy access transportation system, affordable housing, thriving commerce, a walkable city and a city with robust services for seniors.

She added that a plan was developed and Tri-City was tasked with working with the Pomona Unified School District, to take the lead on the community wellness for the youth of Pomona, for children in the childhood phase, noting that Tri-City was granted an 18-month planning grant from the Ballmer Group in the summer of 2020.

Gamaliel Polanco, Wellness Center Manager, discussed the planning grant and stated that part of the process was to develop a timeline, both at the agency lead level and the individual agency level, and are currently working on a communications plan; that this information will be presented to the community to get involved in the planning process by eliciting anyone to either learn about the plan and/or participate in the plan; discussed the format of the forums and town hall meetings; indicated that the goal is to obtain feedback regarding what is working, to highlight strengths, and what is not working, to identify the weaknesses, in order to include and develop an infrastructure in collaboration with community partners. He added that individual agency level, they are going to also gather data that highlights what does a healthy and thriving child looks like in the City of Pomona, and to achieve this they are looking at elementary grade students, therefore, Tri-City is partnering with the Pomona Unified School District (PUSD) to identify some of the gaps and strengths as it pertains specifically to the early childhood stage through administering the Child, Adolescent Needs and Strengths (CANS) assessment beginning in the new year; that in the interim, staff has been training Tri-City interns on how to administer the CANS; and the PUSD has also identified approximately 16 of its staff members, who will also be administering the CANS; that part of the process will include working with the technology piece to identify what are the gaps and needs of students as a result of the COVID-19 distant learning, noting that it included learning how we can use this grant, to not only plan for the future, but also to meet the immediate needs as a result of COVID and the distant learning requirement; that it is a big collaborative effort that involves many moving parts; and that at the end result of this assessment, then partners can be identified in the community that wish to step in and fill the gap as part of that project; so that the end result will be a collective impact approach that will demonstrate that if the project is funded, then Pomona will be a thriving city in 2030. He also stated that it would be great if the Commission shares the Pomona Vision 2030 information in the community.

Rocio Bedoy, Best Practices Manager, reported that all interns passed the CANS certification and are ready to administer the assessment.

Executive Director Navarro reported that she has also joined the Pomona's Promise leadership team, and started a new group in Pomona's Promise with the health and wellness subcommittee called Health Access, noting that for the first time, all the health players are at the same table; that our health piece is also then going to be impacting the larger Pomona's Promise because Pomona's promise and the collaborative that we have here in Pomona, is a model to be uplifted in this Pomona Vision 2030 grant moving forward, because those are the partners who we are going to call to fill those gaps that Gamaliel Polanco was talking about; that we hope to use our next 15 months to make a plan for all of the organizations within Pomona, which then, it will also be a model for our other two cities Claremont and La Verne.

### **III. EXECUTIVE DIRECTOR REPORT**

Executive Director Navarro reported that Tri-City continues with modified operations; that the Therapeutic Community Garden is conducting zoom meetings and staff had been delivering some seedlings to clients and are working together via zoom; that approximately 25% of Tri-City's workforce is in the office, which are 35 to 40 people during the week; that the majority of staff are telecommuting and meeting the needs of our clients that way and express gladness that staff has



been able to keep themselves safe and well; that we have not had any disruptions to client care as a result of staffing issues at this point. She then announced that following this meeting at 6:00 PM, the Tri-City African-American Family Wellness Advisory Council is hosting a webinar on mental health and wellness and the African American community; that the panelists will be Dr. Seeyam Teimoori, Tri-City's Medical Director, Dr. Oluwole Olusola, Tri-City's Adult Psychiatrist, and Dr. Allen Lipscomb, Psychologist; that tomorrow night on Veterans day, the Pomona's COVID-19 Action Committee, health and wellness subcommittee, is hosting a webinar on how to stay healthy and well in the COVID-19 pandemic and flu season; that Dr. Daniel Gluckstein, the Director of Infectious Disease at Pomona Valley Hospital, will be presenting on COVID versus the flu, some myths around vaccines and flu shots; that our partners East Valley, the Director of Behavioral Health, Dr. Enriquez, and registered dietician nutritionist Jocelyn Casarez are going to be presenting the holistic approach to keeping your immune system healthy and strong; noting that the links of the webinars can be found on Tri-City's website; that on December 1st, at six o'clock, the Tri-City Executive team is going to be hosting and presenting a Tri-City Mental Health information night on Facebook live to keep our community informed as to how we have pivoted, and things have changed for us in our service delivery to let people know that we have safe ways to help them and assist them. She then shared her screen on housing rental assistance program in Pomona that Tri-City is part of, and Mary Monzon, Housing Manager, presented.

Housing Manager Monzon, reported that the City of Pomona received \$1.2 million through the CARES (Coronavirus Aid, Relief, and Economic Security) Act; talked about the County of Los Angeles CARES funding and its relief assistance to applicants; that the City of Pomona was able to get their own funding and explained that under the CARES Act funding, Pomona has to identify the people that were actually at immediate risk of being evicted; discussed the two different moratoriums through the CDC and the State of California in place until January, where people can be protected as long they pay 25% of their rent and sign a declaration that were impacted by the COVID pandemic; that the City was able to assist people in the meantime to pay that 25% of their rent so that they stay protected; that the City of Pomona asked community agencies to assist them in completing the applications because they were overwhelmed with the number of applications they received; that Tri-City accepted to assist with a portion of the City, the Northwest side quadrant from where you divide Gary and Holt; discussed the requirements such as being a Pomona resident, adversely impacted by the pandemic, have to be under 30% the area median income; explained the application process, pointing out that if any of the applications go to the City of Pomona, they will forward that application to the agency that oversees the quadrant where the applicant lives; shared that a good surprise is that we can do more for the applicants because while they are talking to us, we are figuring out what other resources we can provide for them such as food banks; and discussed the different information provided to applicants such as Tri-City programs, referrals, and legal information to ease their minds because a lot of people are hearing that they are going to be evicted. She noted that we are now finding new landlords that are now being able to hear about Tri-City's landlord project and get connected to let them know how we can support them; she reported that staff is currently working with 42 households in helping them complete their applications; talked about the different calls already received under the program; and indicated that the City of Pomona is leaving the rental assistance program open until they exhaust the funding.

### **COMMISSION ITEMS AND REPORTS**

Commissioner Reyes reported that she attended today representative Napolitano's round table for Veteran's day; that she has the list of the latest bills that are being worked on; and inquired if Tri-City ever work with veterans.

Executive Director Navarro replied in the affirmative and that our former Commissioner Don Perez, was a veteran and had retired recently; that he helped Tri-City establish some programming for vets at the Wellness Center; that he had hosted a webinar for us last month; that TCG works with the Cal poly Pomona Veterans Center and has veterans groups at the TCG; and that Don Perez continues to work in the Peer Mentor Program that helps veterans.

Commissioner Reyes talked about Senate Bill 785, which is to improve mental health care provided by the Department of Veterans Affairs; discussed a pilot program under this Bill to provide veterans access to complimentary and integrated health programs; and stated that she will drop off the list of Bills at the Garey building.

Commissioner Villanueva reported that he called Commissioner Ethel Gardner and she had not returned his phone calls; and that the community navigators are working with a Vietnam veteran in Claremont, noting that he is doing fairly well.

### **PUBLIC COMMENT**

There was no public comment.

### **ADJOURNMENT**

At 4:27 p.m., on consensus of the Mental Health Commission its Regular Meeting of November 10, 2020 was adjourned. The Mental Health Commission will meet next in a Regular Joint Meeting with the Governing Board to be held on Wednesday, December 16, 2020 at 5:00 p.m. via teleconference due to the COVID-19 pandemic.

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Micaela P. Olmos, JPA Administrator/Clerk



Tri-City Mental Health Authority  
AGENDA REPORT

**DATE:** December 16, 2020

**TO:** Governing Board of Tri-City Mental Health Authority  
Tri-City Mental Health Commission  
Toni Navarro, LMFT, Executive Director

**FROM:** Natalie Majors-Stewart, Chief Compliance Officer

**SUBJECT:** 2020 Data Notebook for California Behavioral Health Planning Council on Telehealth Technology and other Strategies to Provide Behavioral Health Services during the COVID-19 Public Health Emergency

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Summary:

The California Behavioral Health Planning Council (CBHPC) makes an annual request for Local Behavioral Health Boards/Commissions to review and report data and outcomes on a variety of important aspects of the mental health system of care. The report to the CBHPC is called the 'Data Notebook'. The focus of the 2020 Data Notebook was on Telehealth Services, but it also covered information about other aspects of service support, such as: Adult Residential Care, Homeless Services, and Child Welfare Services.

Background:

The CBHPC serves in an advisory role to state and local government entities and officials, as well as to the residents of California. The Data Notebook is coordinated by the CBHPC, and its mission to review, evaluate and advocate for an accessible and effective behavioral health system. The primary purpose of the Data notebook is to provide relevant information to the CBHPC, in order to enable them to effectively inform policy makers, stakeholders and the public. Participation in the Data Notebook is part of the duty of Local Behavioral Health Boards/Commissions to *'review and comment on the county's performance outcome data and communicate its findings to the California Behavioral Health Planning Council'* (WIC § 5604.2). As a Joint Powers Mental Health Authority within the Los Angeles County Mental Health Plan, Tri-City is not required to complete the Data Notebook; however, it voluntarily elects to participate in the Data Notebook process, as a means to collaborate with the CBHPC towards its mission and goals.

Recommendation:

Staff recommends that the Governing Board and Mental Health Commission review and file the 2020 Data Notebook.

Attachments:

*Attachment 2-A:* 2020 Data Notebook

**CBHPC 2020 Data Notebook for California Behavioral  
Health Boards and Commissions**



**DATA NOTEBOOK 2020**  
**Tri-City Mental Health Authority**

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

Prepared by the Performance Outcomes Committee of the California Behavioral Health Planning Council

The California Behavioral Health Planning Council (Council) is under federal and state mandate to advocate on behalf of adults with severe mental illness and children with severe emotional disturbance and their families. The Council is also statutorily required to advise the Legislature on behavioral health issues, policies, and priorities in California. The Council advocates for an accountable system of seamless, responsive services that are strength-based, consumer and family member driven, recovery oriented, culturally and linguistically responsive, and cost effective. Council recommendations promote cross-system collaboration to address the issues of access and effective treatment for the recovery, resilience, and wellness of Californians living with severe mental illness.

For information, you may contact the following email address or telephone number:

[DataNotebook@CMHPC.ca.gov](mailto:DataNotebook@CMHPC.ca.gov) (916) 701-8211

Or, you may contact us by postal mail at: Data Notebook

California Behavioral Health Planning Council

1501 Capitol Avenue, MS 2706

P.O. Box 997413 Sacramento, CA 95899-7413



## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### *Introduction: Purpose and Goals: What is the Data Notebook?*

The Data Notebook is a structured format to review information and report on each county's behavioral health services. A different part of the public behavioral health system is focused on each year, because the overall system is very large and complex. This system includes both mental health and substance use treatment services designed for individuals across the lifespan.

Local behavioral health boards/commissions are required to review performance outcomes data for their county and to report their findings to the California Behavioral Health Planning Council (Planning Council). To provide structure for the report and to make the reporting easier, each year a Data Notebook is created for local behavioral health boards to complete and submit to the CBHPC. The discussion questions seek input from the local boards and their departments.

These responses are analyzed by Council staff to create an annual report to inform policy makers, stakeholders and the public.

The Data Notebook structure and questions are designed to meet important goals:

- To help local boards meet their legal mandates<sup>1</sup> to review and comment on the county's performance outcome data, and communicate its findings to the CA Behavioral Health Planning Council;
- To serve as an educational resource on behavioral health data;
- To obtain opinion and thoughts of local board members on specific topics;
- To identify unmet needs and make recommendations.

The 2020 Data Notebook is focusing on telehealth and other strategies to provide services during the COVID-19 public health emergency. This topic comprises only part of the Data Notebook. We also have developed a section (Part I) with questions that are addressed each year to help us detect any trends. Monitoring these trends will assist in identification of unmet needs or gaps in services which may occur due to changes in population, resources available, or public policy.

The Planning Council encourages all members of local behavioral health boards/commissions to participate in developing responses for the Data Notebook. This is an opportunity for the local boards and their county behavioral health departments to work together to identify important issues in their community. This work informs county and state leadership about local behavioral health programs, needs, and services. This information is used in the Planning Council's advocacy to the legislature and for input to the state mental health block grant application to SAMHSA<sup>2</sup>.

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<sup>1</sup> W.I.C. 5604.2, regarding mandated reporting roles of MH Boards and Commissions in California.

<sup>2</sup> SAMHSA: Substance Abuse and Mental Health Services Administration, an agency of the Department of Health and Human Services in the U.S. federal government. For more information and reports, see [www.SAMHSA.gov](http://www.SAMHSA.gov).

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### *Part I: Standard Annual Questions for Counties and Local Advisory Boards*

In recent years, major improvements in data availability now permit local boards and other stakeholders to consult extensive Medi-Cal data online that is provided by the Department of Health Care Services (DHCS). These data include populations that receive Specialty Mental Health Services and Substance Use Disorder Treatment. Similar data are analyzed each year to evaluate county programs and those reports can be found at [www.CalEQRO.com](http://www.CalEQRO.com). Additionally, Mental Health Services Act (MHSA) data can be found in the 'MHSA Transparency Tool' presented on the Mental Health Services Oversight and Accountability Commission (MHSOAC) website.

In addition, members of the Planning Council would like to examine some county- level data that are not readily available online and for which there is no other publicly-accessible source. The items of interest include data that are collected by the counties because they need to know how much they are spending in these service categories and for how many clients. Collecting these data will help us analyze aspects of the behavioral health system that are not currently tracked.

Please answer these questions using information for fiscal year (FY) 2019-2020 or the most recent fiscal year for which you have data. Not all counties will have readily available data for some of the questions asked below. In that case, please enter N/A for 'data not available.'

#### **1. Please identify your County / Local Board \* or Commission.**

<b>Governing Board</b>	<b>Mental Health Commission</b>
Robin Carder (La Verne), Chair	Toni L. Watson, Chair
Jed Leano (Claremont), Vice-Chair	Anne Henderson, Vice-Chair
Carolyn Cockrell (La Verne), Board Member	Carolyn Cockrell, GB Liaison
Nora Garcia (Pomona), Board Member	Ethel Gardner, Commission Member
Paula Lantz (Pomona), Board Member	Joan M. Reyes, Commission Member
Elizabeth Ontiveros-Cole (Pomona), Board Member	Wray Ryback, Commission Member
Ronald T. Vera (Claremont), Board Member	Twila L. Stephens, Commission Member
	Alfonso Villanueva, Commission Member
	David J. Weldon, Commission Member
	Davetta Williams, Commission Member

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### Adult Residential Care

There is little public data available about who is residing in licensed facilities on the website of the Community Care Licensing Division at the CA Department of Social Services. This makes it difficult to determine how many of the licensed Adult Residential Care Facilities (ARFs) operate with services to meet the needs of adults with chronic and/or serious mental illness (SMI), compared to other adults who have physical or developmental disabilities. In 2019, legislation was introduced that would authorize and require collection of data from licensed operators about how many residents have SMI and whether these facilities have services these clients need to support their recovery or transition to other housing. This bill has been passed by the Legislature and is on the Governor's desk for action.

The Planning Council would like to know about the ARFs and Institutions for Mental Diseases (IMDs)<sup>3</sup> located in your county to serve individuals with SMI, and how many of these individuals (for whom the county has financial responsibility) are served in facilities such as ARFs or IMDs.

- 2. For how many individuals did your county behavioral health department pay some or all of the costs to reside in a licensed Adult Residential Facility (ARF) during the last fiscal year?**

Tri-City is a joint powers mental health authority and is responsible for the outpatient treatment services in Pomona, La Verne and Claremont. Coordination of ARF services and ARF service costs are covered by the mental health plan - Los Angeles County Department of Mental Health.

However, as part of our commitment to provide a comprehensive spectrum of services in our system of care to help our clients achieve their identified treatment goals, Tri City has provided support for temporary/transitional housing, permanent supportive housing, sober living housing, hospital/drug recovery and other housing support services. During fiscal year 2019-20 Tri-City's costs associated with these services was approximately \$1.5 M.

- 3. What is the total number of ARF bed-days paid for these individuals, during the last fiscal year?**

See question #2 response

- 4. Unmet needs: How many individuals served by your county behavioral health department need this type of housing but currently are not living in an ARF?**

See question #2 response

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<sup>3</sup>Institution for Mental Diseases (IMD) List: [https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-IMD\\_List.aspx](https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-IMD_List.aspx)



## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

**5. Does your county have any "Institutions for Mental Disease" (IMDs)?**

There are three IMDs located within the cities of Pomona, La Verne and Claremont. However, as Tri-City is the Joint Powers Mental Health Authority, we are responsible for the outpatient specialty mental health services for Pomona, La Verne, and Claremont. Placement coordination and costs for IMDs are the responsibility of the Mental Health Plan – Los Angeles County Department of Mental Health.

**6. For how many individual clients did your county behavioral health department pay the costs for an IMD stay (either in or out of your county), during the last fiscal year?**

As the Joint Powers Mental Health Authority for outpatient mental health services, Tri-City is not responsible for covering IMD costs. Placement coordination and costs for IMDs are the responsibility of the Mental Health Plan – Los Angeles County Department of Mental Health.

**7. What is the total number of IMD bed-days paid for these individuals by your county behavioral health department during the same time period?**

See questions #2 & #6 responses

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### Homelessness: Your County's Programs and Services

The Planning Council has a long history of advocacy for individuals with SMI who are homeless, or who are at-risk of becoming homeless. California's recent natural disasters and public health emergency have exacerbated the affordable housing crisis and homelessness. Federal funding was provided to states that could be used for temporary housing for individuals living on the streets as a method to stop the spread of the COVID-19 virus. Additional policy changes were made to mitigate the rate of evictions for persons who became unemployed as a result of the public health crisis.

Studies indicate that approximately only 1 in 3 individuals who are homeless also have serious mental illness and/or a substance use disorder. While the Council does not endorse the idea that homelessness is caused by mental illness nor that the public behavioral health system is responsible to fix homelessness, financially or otherwise, we know that recovery happens when an individual has a safe, stable place to live.

The past several months have been like no other we have seen in recent history. We understand that the public behavioral health system has had to drastically change how it does business and possibly halt a number of activities that may have been in the works for implementation this year. That said, we are interested in what types of actions counties may be taking to assist individuals who are homeless and have serious mental illness and/or a substance use disorder.

- 8. During the most recent fiscal year (2019-2020), what new programs were implemented, or existing programs were expanded, in your county behavioral health department to serve persons who are both homeless and have severe mental illness? (Mark all that apply)**

- Emergency Shelter
- Temporary Housing
- Transitional Housing
- Housing/Motel Vouchers
- Supportive Housing
- Safe Parking Lots
- Rapid re-housing
- Adult Residential Care Patch/Subsidy
- Other (Tri-City MHS funded emergency COVID related housing in the form of hotel stays and increased shelter placements)

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### Child Welfare Services: Foster Children in Certain Types of Congregate Care

About 60,000 children, under the age of 18, in California are in foster care. They were removed from their homes because county child welfare departments, in conjunction with juvenile dependency courts, determined that these children could not live safely with their caregiver(s). Most children are placed with a family who receives foster children but a small number of the children need a higher level of care and are placed in a 'Group Home'. California is striving to move away from the use of long-term group homes, and prefers to place all youth in family settings, if possible. California has revised the treatment facilities for children whose needs cannot be safely met initially in a family setting. Group homes are to be transitioned into a new facility type called Short-Term Residential Treatment Program (STRTP). STRTPs will provide short-term, specialized, and intensive treatment individualized to the need of each child in placement.

All of California's counties are working toward closing long-term group homes and are establishing licensed STRTPs. This transition will take time and it is important for your board to talk with your county director about what is happening in your county for children in foster care who are not yet able to be placed in a family setting or who are in a family setting and experience a crisis which requires short-term intensive treatment.

Many counties do not yet have STRTPs and may place children/youth in another county. Recent legislation (AB 1299) directs that the Medi-Cal eligibility of the child be transferred to the receiving county. This means, the county receiving the child now becomes financially responsible for his/her Medi-Cal costs.

**9. Do you think your county is doing enough to serve the children/youth in group care?**

Tri-City Mental Health Authority is always striving to enhance our system of care. Although we provide great quality care, we can always do more. We will continue to collaborate with stakeholders and community partners to provide the most comprehensive care as possible. More specifically for the near future, we are looking towards partnering more fully with Pomona DCFS for increased referrals and also towards the implementation of the statewide FURS (Family Urgent Response System) mandate.

**10. Has your county received any children needing "group home" level of care from another county?**

No - Note: Also known as a presumptive transfer, these inter county transfers must be coordinated completely through the local mental health plan.

**11. Has your county placed any children needing "group home" level of care into another county?**

No - Note: Also known as a presumptive transfer, these inter county transfers must be coordinated completely through the local mental health plan.

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### *Part II: Telehealth Technology for Behavioral Health*

#### Background and Context

Another goal of this 2020 Data Notebook is to examine the role of telehealth technology to deliver behavioral health services. The COVID-19 public health emergency has led to a swift change in the methods of the healthcare delivery model to meet the needs of consumers, providers, and communities. Adoption of remote technology has been necessary to provide healthcare services in a way that is safe for both patients and staff.

The Centers for Medicare and Medicaid Services (CMS) have instituted time- limited policy changes that expand the definition of medical visits to include telemedicine visits, allowing for much greater freedom in reimbursement of such services<sup>4</sup>. CMS has also relaxed limitations on using video and text-based applications to communicate and conference with clients. This freedom has allowed local behavioral and mental health departments to expand the use of telehealth services very quickly. Gathering data on the prevalence, benefits, and challenges of telehealth delivery methods will help inform practice and policy at the local and statewide levels as California continues to deal with the COVID-19 public health emergency – and beyond.

#### What is Telehealth?

The terms “telehealth” and “telemedicine” are closely related, and sometimes still used interchangeably. “Telemedicine” most often refers to traditional clinical diagnosis and remote monitoring using technology. “Telehealth” is becoming a more commonly used term and encompasses a wider range of health care services that includes diagnosis, care management, education, counseling, and other care that is delivered by technology and telecommunications<sup>5</sup>.

Definitions of telehealth vary by agency and organization. California law defines telehealth as: “The mode of delivering health care services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient’s health care while the patient is at the originating site and the health care provider is at a distant site. Telehealth facilitates patient self-management and caregiver support for patients and includes synchronous interactions and asynchronous store and forward transfers.”<sup>6</sup>

Telehealth methods can incorporate a broad range of telecommunications technology, including but not limited to:

- Telephone communications
- Mobile device communications, including text messages and smartphone applications
- Real-time video conferencing for remote consultation and counseling
- Digital patient education via text, images, and video

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<sup>4</sup> Centers for Disease Control and Prevention, The Influence of Telehealth for Better Access Across Communities.

<sup>5</sup> Center for Connected Health Policy, About Telehealth.

<sup>6</sup> Business and Professions Code section 2290.5(a)(6).

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

- Remote Monitoring”, a method by which providers can track patient’s health in real time using technology like heart-rate monitors or glucose monitors
- “Store and forward” telemedicine, also called “asynchronous telemedicine”, wherein providers can share patient information in a secure manner

### The History of Telehealth

The use of technology to extend health care into the home setting is an older idea than one might think. It extends as far back as the mid to late 19th century when telephone wires were used to transmit electrocardiograph data.<sup>7</sup> In 1879, an article in a medical journal called *The Lancet* discussed using the telephone to reduce the number of office visits. The radio has been used to provide medical advice to clinics on ships since the 1920s, and an image on the cover of *Science and Invention* imagined using devices for video examination of patients in 1925.<sup>8</sup>

The modern form of telemedicine emerged in the 1960s, with some of the first instances of telemedicine initially developed for the Mercury space program, allowing NASA to monitor physiological health at a distance. The use of telemedicine in psychiatry goes back to this time as well. In fact, one of the earliest milestones of modern telehealth was the use of closed-circuit television to allow for psychiatric consultations between the Nebraska Psychiatric Institute and the Norfolk State Hospital. This shows just how central mental/behavioral health has been in the development of technology-based healthcare delivery<sup>5</sup>.

Since then, technology has advanced dramatically, creating many possibilities for remote health care delivery. Digital methods of communication and a drop in the cost of these technologies in the past decade has resulted in advancements around the world, including in developing countries and underserved regions. The development of the internet in particular has expanded the scope of telemedicine into a broader realm of telehealth, allowing for remote consultations and conferences, and multimedia approaches to education<sup>4</sup>.

### Telehealth and Health Equity

Telehealth has the potential to increase access to quality healthcare to underserved communities. Rural and remote communities have well-documented health disparities, including worse health outcomes and lower-quality health care services than communities with higher populations. Rural communities also often have larger populations of older adults, and higher poverty rates<sup>9</sup>. Properly implemented, telehealth can overcome access barriers in rural areas and reduce costs associated with transportation and lost work time. It can also extend the reach of existing behavioral health providers to bring services to areas with workforce shortages<sup>10</sup>.

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<sup>7</sup> World Health Organization, *Telemedicine: Opportunities and Developments in Member States*.

<sup>8</sup> *The Evolution of Telehealth: Where have we been and where are we going?*

<sup>9</sup> American Association of Medical Colleges, *Telehealth Helps Close Health Care Disparity Gap in Rural Areas*.

<sup>10</sup> National Conference of State Legislatures, *Increasing Access to Health Care Through Telehealth*.

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

However, there are also new challenges to be addressed regarding telehealth as a delivery model. There are existing disparities regarding digital literacy and access to technology that need to be acknowledged and addressed. These disparities are found more frequently in rural communities, racial/ethnic minority populations, lower income communities, and among older adults<sup>11</sup>. If these barriers are not addressed, a telehealth approach could end up reinforcing existing disparities rather than reducing them.

Broadband internet access is a key resource that makes telehealth services possible. Advocating for expanded access to broadband internet and assisting patients in acquiring affordable internet services and digital devices are key strategies to increasing the accessibility of telehealth services<sup>12</sup>. Digital literacy can be increased by providing resources and assistance to patients who are new to the devices or platforms being used. Every possible effort should be made to accommodate patients' accessibility needs. Language interpretation, including sign-language interpretation, and accessibly formatted materials should be made readily available<sup>11</sup>.

### Telehealth in Behavioral Health

As previously mentioned, the use of telehealth in psychiatry goes back to the 1960s. In 1969, remote psychiatric consultations for adults and children at a Logan International Airport Clinic were conducted by providers at Massachusetts's General Hospital. Telepsychiatry became more common in the 1970s-90s and became particularly common in Australia in the 1990s to overcome geographical distance. Research in the 1990s and 2000s indicated the effectiveness of these methods and led to practice guidelines from organizations such as the American Psychiatric Association (APA) and American Telemedicine Association (ATA)<sup>13</sup>.

According to the APA, telepsychiatry is equivalent to in-person care when it comes to patient satisfaction, treatment effectiveness, and diagnostic accuracy, and can save time, money, and other valuable resources. A growing body of evidence also demonstrates the effectiveness of telehealth for the delivery of psychotherapy, patient education and outreach, social support, and medication adherence. A systemic review of research on the effectiveness of telehealth for behavioral/mental health since 2000 found that it is cost-effective and adaptable, and is "the next logical step to delivering state-of-the-art care to mental patients alongside the conventional care, especially in under-developed communities and nations"<sup>14</sup>.

Barriers to the implementation of telehealth for behavioral/mental health services have been identified as well, such as the cost of starting and maintaining telehealth services. The need for workforce training and technical assistance is also a common obstacle, as are regulatory and compliance-related barriers. On the client side, lack of technology and resources can be barriers to accessing telehealth services.

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<sup>11</sup> Addressing Equity in Telemedicine for Chronic Disease Management During the Covid-19 Pandemic.

<sup>12</sup> American Academy of Family Physicians, study Examines Telehealth, Rural Disparities in Pandemic

<sup>13</sup> American Psychiatric Association, History of Telepsychiatry.

<sup>14</sup> Telemental Health Care, an Effective Alternative to Conventional Mental Care: A Systemic Review.

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

Perhaps the largest barrier however is reimbursement. Until recently, provider reimbursement from CMS has been highly limited. The recent policy changes have created an opportunity to explore the potential of telehealth to bring behavioral health services to the home<sup>15</sup>.

In conclusion, the implementation of telehealth as a delivery method for behavioral health services presents unique opportunities, advantages, and challenges. While telemedicine and telehealth have been advancing for decades, the COVID-19 public health emergency has led to an extremely rapid expansion in development and adoption. Telehealth can be an effective method of providing quality behavioral health services and has the potential to increase access to rural and remote communities. However, barriers to patient access needs to be considered and addressed.

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<sup>15</sup> University of Michigan, The use of Telehealth Within behavioral Health Settings: Utilization, Opportunities, and Challenges.

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### Telehealth Technology for Behavioral Health

12. Was your County using telehealth to provide behavioral health services prior to the Covid-19 public health emergency?

No

13. Did your county decide to offer telehealth services after the Covid-19 public health emergency began?

Yes

14. Did the Covid-19 public health emergency cause your county to modify or adapt your service in any way?

Yes

15. Which of the following changes to your services were made? (Please select all that apply)

- Increased availability of telehealth services
- Expansion of the kinds of services provided via telehealth
- Telehealth training for staff and providers
- Changes to staffing to facilitate telehealth coordination
- Changes to technology/software to facilitate telehealth
- Community outreach to promote telehealth services
- Other (please specify)

16. Is your county able to serve both adults and children with behavioral health telehealth services?

- Adults only
- Children only
- Both

17. Are telehealth services in your county provided by an "in house" provider that is either on contract or an employee of Behavioral Health Services?

Yes

18. Does your county have a contract with an organizational provider out of your area to provide behavioral health telehealth services?

No

19. How are consumers able to receive behavioral health telehealth services in your county? (please select all that apply)

- On personal home computers
- On mobile devices such as a cell phone or tablet
- On a landline phone



## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

- At community clinics or wellness centers
- Other (please specify)

**20. What challenges do consumers in your county have regarding accessing and utilizing telehealth services? (please select all that apply)**

- Lack of computer or mobile devices to access telehealth services
- Lack of availability of internet services in the area
- Inadequate internet connection/bandwidth to use telehealth services
- Cannot afford internet service or mobile data plan
- Lack of privacy in the home
- Distrust of telehealth services
- Lack of knowledge regarding the availability of telehealth services
- Difficulty filling/receiving prescriptions that are prescribed via telehealth services
- Other (please specify)

**21. Does your county provide any of the following accommodations to assist consumers who have barriers to accessing telehealth services? (please select all that apply)**

- Language interpretation for telehealth services
- Text-based services for consumers who are deaf or hard of hearing
- Clinic, wellness center, or community-based telehealth access sites
- Assistance in securing a mobile device or internet connection, including equipment loans
- Other (Full Service Partnership clients received phones if they needed them)

**22. Which of the following does your county have difficulty with when it comes to providing behavioral health telehealth services to consumers? (please select all that apply)**

- Technology/software
- Network bandwidth to support secure and quality connection
- Telehealth training for staff and providers
- Scheduling and coordinating telehealth services
- Getting provider buy-in
- Encouraging consumer/community adoption and utilization
- Difficulty navigating regulations regarding telehealth
- Other

**23. Who normally schedules and coordinates telehealth services in your county? (please select all that apply)**

- Dedicated telehealth coordinator
- Case manager
- Social worker, counselor, or other licensed
- Mental Health Professional

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

- Nurse
- Individual medical providers (MDS)
- Other (please specify)

**24. While your county has been using telehealth to provide behavioral health services, have you noticed any changes in your no-show/cancellation rates for the following age groups?**

	Increase in no-shows/ cancellations	Decrease in no-shows/ cancellations	No change
<b>Children (age 15 or below)</b>			<input checked="" type="checkbox"/>
<b>Transition-age youth (age 16-21)</b>	<input checked="" type="checkbox"/>		
<b>Adults (age 22-64)</b>	<input checked="" type="checkbox"/>		
<b>Older adults (age 65+)</b>	<input checked="" type="checkbox"/>		

\*\* Results exclude all FSP Programs \*\*

**25. Has the use of telehealth increased access to behavioral health services for any of the following groups? (please select all that apply)**

- Rural or distant communities
- Low-income communities
- Racial/ethnic minorities
- Older adults
- Other (please specify)

[Note: Data on increased access to service and telehealth is still in review]

**26. Has your county experienced any of the following benefits of using telehealth to provide behavioral health services? (please select all that apply)**

- Increased consumer outreach and engagement
- Increased appointment attendance
- Improved case-management for consumers with high needs
- Improved clinical workflow and overall practice efficiency
- Providers can serve more patients
- Easier to connect with families with small children
- Increased staff morale/decreased burnout
- Other [Note: Data on additional benefits of telehealth is still in review]

**27. Is your county having any billing/reimbursement issues regarding behavioral health telehealth services?**

- No

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

**28. How confident is your county that behavioral health services provided via telehealth are being billed in an appropriate and accountable manner?**

- Very confident
- Somewhat confident [As telehealth is a new process, we are still developing and implementing training and monitoring protocols. Outcomes from monitoring activities will provide the empirical evidence to strengthen our confidence level].
- Neutral/unsure
- Not so confident
- Not at all confident

**29. When the Covid-19 public health emergency is over, do you expect your county will want to continue with telehealth to deliver behavioral health services?**

- No
- Yes

**30. Please explain why or why not.**

Providing as many options as possible to our community allows for the flexibility to more deeply and more quickly engage clients. This aspect is especially true during the intake process. Telehealth has provided greater access to services, convenience and flexibility, while also minimizing the daily stressors of transportation, gas expenses and exposure risks to COVID-19. Telehealth also allows for staff to have some flexibility in their work which serves to reduce burnout and may improve staff retention.

**31. Does your county have any additional input concerning the use of telehealth to deliver behavioral health services?**

Providing telehealth services requires a shift in mindset and skill set, to some degree, with regards to clinical training, staff supervision and all-around leadership on the part of the management team. All of which requires adjustments and adaptations to onboarding, clinical oversight, training and performance review of clinical staff.

## CBHPC 2020 Data Notebook for California Behavioral Health Boards and Commissions

### Post-Survey Questionnaire

Completion of your Data Notebook helps fulfill the board's requirements for reporting to the California Behavioral Health Planning Council. Questions below ask about operations of mental health boards, and behavioral health boards or commissions, etc.

**32. What process was used to complete this Data Notebook? (please select all that apply)**

- MH Board reviewed W.I.C. 5604.2 regarding the reporting roles of mental health boards and commissions
- MH Board completed majority of the Data Notebook
- Data Notebook placed on Agenda and discussed at Board meeting
- MH board work group or temporary ad hoc committee worked on it
- MH board partnered with county staff or director
- MH board submitted a copy of the Data Notebook to the County Board of Supervisors or other designated body as part of their reporting function
- Other (please specify)

**33. Does your board have designated staff to support your activities?**

- No
- Yes - The Tri-City Mental Health Best Practices Division

**34. Please provide contact information for this staff member or board liaison.**

Commission Member Liaison	Staff Member Liaison
Anne Henderson Contact: (909) 623 - 6131	Best Practices Division Contact: (909) 623 - 6131

**35. Please provide information for your Board's presiding officers (Chair, etc).**

Governing Board	Mental Health Commission
Robin Carder, Chair Jed Leano, Esq., Vice-Chair	Toni L. Watson, Chair Anne Henderson, Vice-Chair

**36. Do you have any feedback or recommendations to improve the Data Notebook for next year?**

It would be good to have an opportunity to explain our answers in a comment boxes, rather than in a yes/no format.



## **MINUTES**

### **REGULAR MEETING OF THE GOVERNING BOARD NOVEMBER 18, 2020 – 5:00 P.M.**

The Governing Board held on Wednesday, September 16, 2020 at 5:03 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 5:03 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  
Nora Garcia, City of Pomona, Board Member  
Paula Lantz, City of Pomona, Board Member  
Ronald T. Vera, City of Claremont, Board Member  
Benita DeFrank, City of Pomona, Alternate Board Member (joined at 5:10 pm)

**ABSENT:** Elizabeth Ontiveros-Cole, City of Pomona, Board Member

**STAFF:** Toni Navarro, Executive Director  
Darold Pieper, General Counsel  
Diana Acosta, Chief Financial Officer  
Angela Igrisan, Chief Clinical Officer  
Rimmi Hundal, Director of MHSA & Ethnic Services  
Natalie Majors-Stewart, Chief Compliance Officer  
Mica Olmos, JPA Administrator/Clerk

#### **OATH OF OFFICE**

An Oath of Office was administered to newly appointed Governing Board Member Paula Lantz – City of Pomona Community Representative by Tri-City Counsel Darold Pieper, Esq.

#### **REMEMBRANCE**

Executive Director Navarro, Director of MHSA Hundal, Board Member Lantz, Vice-Chair Vera, and Chair Carder spoke about former Governing Board Member Mona Sparks Johnson's gentle character, professionalism, a fighter for a good cause, about her valuable contributions to Tri-City, and about how much she will be missed; then a moment of silence in Mrs. Sparks Johnson's remembrance was observed.

**AGENDA ITEM NO. 3**

## **CONSENT CALENDAR**

There being no comment, Board Member Vera moved, and Board Member Cockrell seconded, to approve the Consent Calendar. The motion was carried, with Board Member Lantz abstaining only on Item No. 1 -the approval of the Minutes of October 21, 2020, by the following vote: AYES: Board Members Cockrell, Garcia, Lantz and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole.

### **1. APPROVAL OF MINUTES FROM THE OCTOBER 21, 2020 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of October 21, 2020.”

### **2. CONSIDERATION OF RESOLUTION NO. 558 ADOPTING REVISED POLICY AND PROCEDURE NO. OP.I.01 -ISSUE RESOLUTION PROCESS FOR COMPLAINTS, GRIEVANCES AND APPEALS, EFFECTIVE NOVEMBER 18, 2020**

Recommendation: “A motion to adopt Resolution No. 558 establishing the revised Issue Resolution Process for Complaints, Grievances and Appeals Policy and Procedures No. OP.I.01, effective November 18, 2020.”

### **3. CONSIDERATION OF RESOLUTION NO. 559 ADOPTING REVISED POLICY AND PROCEDURE NO. CL.IV.07 LANGUAGE INTERPRETATION AND TRANSLATION, EFFECTIVE NOVEMBER 18, 2020**

Recommendation: “A motion to adopt Resolution No. 559 establishing revised Language Interpretation and Translation Policy and Procedure No. CL.IV.07, effective November 18, 2020.”

### **4. CONSIDERATION OF RESOLUTION NO. 560 ESTABLISHING POLICY AND PROCEDURE NO. CL.V.06 - CULTURAL AND LINGUISTIC INCLUSION AND COMPETENCE, EFFECTIVE NOVEMBER 18, 2020**

Recommendation: “A motion to adopt Resolution No. 560 establishing Cultural and Linguistic Inclusion and Competence Policy and Procedure No. CL.V.06, effective November 18, 2020.”

## **NEW BUSINESS**

### **5. REVIEW OF THE ISSUANCE OF THE AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2020**

Chad Birdsong, of Eide Bailly LLP and the audit manager, stated that AUC 260, is a required Auditor’s Communication with those charged with governance; referred to it and reported that it is their responsibility as auditors, pursuant to the profession standards, to form and express an opinion about what are the financial statements that have been prepared by management which are presented fairly in all material respects in accordance with accounting principles, accepted in the United States of America; that the auditor’s responsibility is to plan and perform their audit to obtain reasonable, rather than an absolute, assurance about whether the financial statements are

free of material misstatement; that they take into consideration internal controls, or financial reporting, as a basis for designing audit procedures that are appropriate, but not for the purpose of expressing an opinion nor any assurance on the internal controls; that they are responsible for communicating significant matters related to the audit that, in their professional opinion, are relevant to the Board's responsibilities in overseeing the financial reporting process; that the plan scope and timing of the audit was consistent with what they had communicated in their engagement letter; that they have complied with all ethical requirements regarding independence; that Tri-City management has a responsibility to select and use appropriate accounting policies which are included in the financial statements; that there were no changes in the initial selection of accounting policies or their application during 2020; that they view significant accounting estimates are an integral part of the financial statements and are based on management's current judgments which are based on knowledge and experience about past and current events and assumptions about future events; that the most sensitive accounting estimates in the financial statements are the estimates of amounts relating to third party payer settlements and the net pension liability which the estimates are based on estimated disallowance as a result from future state audits of claims; that they evaluated key factors and assumptions used to develop the amounts in those estimates and determined that they were reasonable in relation to the basic financial statements taken as a whole; that the second estimate is management's estimate of the amounts related to the net pension liability and related deferred inflows of resources and deferred outflows of resources, and these amounts are based on actuarial evaluations and a proportionate share of CalPERS Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan collective net pension liability; that they determined that those were reasonable in relation to the basic financial statements taken as a whole; that the valuation of that net pension liability is disclosed in note nine to the financial statements; that a required table shows that a 1% increase or decrease in the discount rate can significantly affect the estimate of that net liability; that another financial statement disclosure that they find to be particularly sensitive is the finalized bankruptcy settlement, noting that there is information there about how the user of the financial statements can obtain the final plan and disclosure statement and the outstanding bankruptcy liabilities as of June 30, 2020; that they did not have any significant difficulties in dealing with management related the performance of the audit; that for the purposes of communication, they are required to communicate all known and likely misstatements identified during the audit, and the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances, and disclosures, and the financial statements as a whole, and indicated that there were no corrected or uncorrected misstatements identified in their audit; that they did not have any disagreements with management; that representations from management were included in their representation letter dated October 19, 2020, which is the date of the auditor's opinion; that there are certain circumstances where management may decide to consult with other accountants about auditing and accounting matters, and indicated that Tri-City did not consult with other accountants regarding their audit; that in the normal course of their audit and their association with Tri-City, they have discussed a variety of matters, including application of accounting principles, auditing standards, business conditions, plans, strategies that may affect their audit plans and their determination of risk of material misstatement; that none of the matters discussed resulted in a condition to their retention as Tri-City's auditors. He then referred to the independent auditor's report on the financial statements and reported that they audited the financial statements of Tri-City as of June 30, 2020 in 2019, that management is responsible for the preparation and fair representation of financial statements; that the auditor's responsibility is to express an opinion based on their audit which was conducted in accordance with auditing standards accepted in the U.S. and the standards applicable to financial audits contained in governmental auditing standards issued by the Controller General of the United States; that they are required to plan and perform the audit to obtain reasonable assurance about what or whether

the financial statements are free from material misstatement; that they do not express an opinion on the effectiveness of internal controls, but audit evidence they have obtained is sufficient and appropriate to provide a basis for audit opinion and their opinion is unmodified; that the financial statements refer to, in all material respects, the financial position of Tri-City as of June 30, 2020, and 2019 and changes in financial position and cash flow thereof are presented in accordance with accounting principles generally accepted in the United States; that for other matters, there are the schedule of the proportionate share of the net pension liability and schedule of contributions, which are required by the Governmental Accounting Standards Board to be placed in the basic financial statements in an appropriate operational and historical context; that they applied limited procedures to this information, which is in accordance with auditing standards, generally accepted in the U.S.; that those procedures generally consist of inquiries of management about the methods of preparing this information, then the auditors compare the information for consistency with management responses, with the basic financial statements, and with other knowledge they obtain during their audit for that required supplementary information; that the independent auditor's report, they issue a separate report which is also required by government auditing standards, dated the same date as the auditor's opinion; that it goes over their considerations of Tri-City's internal control over financial reporting as our test of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters; that the purpose of the report is solely to describe the scope of their testing of internal or financial reporting and compliance and the results of that testing, but it is not to provide an opinion on the effectiveness of Tri-City's internal control or financial reporting or on compliance; that their report on internal control over financial reporting and noncompliance and other matters is based on the audit of financial statements performed in accordance with GASB is directed towards the audit of the June 30, 2020 financial statements and related notes; that in planning and performing the audit of the financial statements, they considered internal control as a basis for designing procedures that are appropriate in the circumstances for expressing their opinion on the financial statements, but they do not express an opinion on effectiveness of internal control, but over the course of their engagement; that they did not identify any deficiencies in internal control that they considered to be a material weakness; that they obtained reasonable assurance about what attracted these statements are free from material misstatement that they perform test of compliance with certain provisions of laws, regulations, contracts, and grant agreements, for which non noncompliance could have a direct and material effect on the financial statements, but providing an opinion with those provisions was not the objective of the audit.

Board Member Vera referred to page 31, and stated that it indicates that on June 30, 2020, and 2019, all of Tri-City's investments are held in the Local Agency Investment Fund; however, on page 30, it is noted that there are \$4 million in deposits in 2020, and 2019 with financial institutions; and sought clarification on the difference of these monies in terms of investments held in LAIF and the deposit noted on page 30. Chief Financial Officer Acosta explained that the deposits with financial institutions are the checking and savings accounts that Tri-City has, which earns a much higher return on interest. Board Member Vera further inquired if there was any concern regarding the financial institution not having a credit rating. Phil White, partner on the engagement, indicated that the disclosure was that it was not subject to a rating, and that it was not meant to imply that it had a poor rating; and that this pool of investment is not a bad thing.

Discussion ensued regarding interest on deposits, and it was noted that rates have been consistently been a little higher in recent history; and of investments trends for governmental agencies.



There being no further discussion, Board Member Vera moved, and Vice-Chair Leano seconded, to accept and file the final issued audited Financial Statements for Fiscal Year ended June 30, 2020. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Garcia, Lantz, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole.

**6. CONSIDERATION OF RESOLUTION NO. 561 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACTOR AGREEMENT WITH THE CITY OF POMONA FOR COVID-19 EVICTION PREVENTION RENTAL ASSISTANCE PROGRAM**

Executive Director Navarro stated that Tri-City is honored to be one of the agencies to be asked to assist the City of Pomona secure applications for their residents to receive rental assistance funds from the federal government. She explained that Tri-City will receive \$150 for each completed application that we assist with; however, that more importantly, is that Tri-City will have the opportunity to engage directly with those of our most vulnerable in Pomona right now who are on the on the verge of eviction and who are really struggling.

Board Member Garcia inquired what was the costs associated with the applications that Tri-City is expected to complete. Executive Director Navarro stated that staff assisting with the application process are those that already do outreach and engagement with the community, and indicated that one housing wellness advocate has been assigned to assist with this since part of their regular day is interacting with the residents of Pomona who are on the verge of eviction and asking for help with housing.

There being no further comment, Board Member Lantz moved, and Board Member Cockrell seconded, adopt Resolution No. 561 approving the Contractor Agreement for Rental Assistance Supportive Services with the City of Pomona; to receive up to \$50,000 in compensation; and authorizing the Executive Director to execute the Agreement. The motion was carried by the following vote: AYES: Alternate Board Member DeFrank; Board Members Cockrell, Garcia, Lantz, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole.

**7. CONSIDERATION OF RESOLUTION NO 562 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ASSOCIATION OF AMERICAN MEDICAL COLLEGES UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, RIVERSIDE, SCHOOL OF MEDICINE TO HOST MEDICAL STUDENTS AT TRI-CITY'S SITES**

Executive Director Navarro stated that UCR has a fabulous medical school and expressed excitement for them looking to place more students in outpatient mental health sites; that they want to spur interest in outpatient psychiatry, which is one of the fastest disappearing specialties in the United States; and spoke in support of establishing a partnership with UCR and be able to train the next generation of medical students.

Discussion ensued regarding the possible number of students participating in the program, about Tri-City having the ability to place specific linguistic requests for participants; and about providing updates to the Board regarding how the program is functioning.

There being no further comment, Board Member Cockrell moved, and Board Member Vera seconded, to adopt Resolution No. 562 approving the AAMC Uniform Clinical Training Affiliation Agreement with the Regents of the University of California on behalf of the UCR School of Medicine; 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, Garcia, Lantz, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole.

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

Executive Director Navarro announced that Nancy Gill is retiring after seventeen and one half years with Tri-City effective December 31, 2020; that she will be honored for her services during next Board meeting, along with Bill Aguirre who is also retiring from the City of La Verne; that operations during COVID staff were doing great, unfortunately, we are seeing increases in persons infected, but nobody has been impacted and infected at the workplace, and discussed the different protocols for safety; that staff had been advised that we would be in our modified operations phase through December 31st through the first week of January, 2021 and that it might be extended to March 31, 2021; that on Tuesday, December 1st, at 6:00 pm, staff will host a Tri-City information night announcing that we are still open, how we have pivoted and adapted, about how services have been modified, how they can access services, and what they can expect from us; then provided an update regarding the Ballmer Group Foundation, the Pomona Vision 2030 grant; that Tri-City is partnering with Pomona Unified School District, where Tri-City is the lead agency evaluating and addressing needs of early childhood from K through 7th Grade in the PUSD and explained the process for identifying the strengths and the needs across the community for the next 14 months within early childhood, growth and development and life of a child, the family in Pomona and identify ways to increase the infrastructure to build a city of equity and thriving for all community residents; that on Thursday, December 10th at 6:00 PM, there will be a public meeting to discuss the Ballmer Group grant and get feedback from the community; she also discussed California legislative updates and stated that Assembly Bill 465 will not affect Tri-City, noting that this Bill mandates that any mental health person operating in conjunction with a police department is required to have supervision by a licensed mental health professional, which Tri-City and its local police departments are in full compliance; that AB 890 is about nurse practitioners and the scope of practice without standardized procedures and it is an attempt to address the psychiatric professional crisis in California, by allowing nurse practitioners who have the appropriate level of education and experience, to also then provide medications and dispense controlled substances to psychiatric patients, and discussed some of the concerns with this Bill; that staffing was stagnant in the last month, but we are seeing more applications in some positions this month, and mentioned the positions currently open.

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

Chief Financial Officer Acosta reported that the last document that the auditor was referring during his presentation was page 55 right behind the audited financial statements; that about three or four months ago she reported that we were expecting a decline in revenue toward the end of last Fiscal Year 2019-20 with the expectation of getting an inflow of cash at the beginning of this year; that this report does reflect that in the first quarter we received an influx of dollars, but then we are going to expect another downturn in Fiscal Year 2022-23; that we just have to be very prudent with our dollars, but we are moving along as expected and overall it is positive.

Board Member Vera stated that he thinks at some point in time, maybe in a year when you see Tri-City heading for a cliff because of the decrease in revenue, he encouraged her and the executive director to reach out to the Board and do some long-term planning because he sees layoffs and realignment of services. Chief Financial Officer Acosta stated that the cliff is far enough out and staff can see it and properly prepare and minimize any kind of impacts, such as layoffs which she did not anticipate taking place, but noted staff is keep an eye out for it and will do what is best to plan for the future.

Executive Director Navarro discussed upcoming reforms at the state and federal level regarding county behavioral health; about the funding grants Tri-City has received; about future opportunities for grants; and the good things in the horizon taking place.

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

Executive Director Navarro stated that in anticipation of Nancy Gill's retirement, she is looking into what is next for that that position and that in the interim the directors are going to share the workload by taking some of her duties until we get someone in place.

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

Chief Clinical Officer Igrisan welcomed new Board Member Paula Lantz; reported that there is approximately a 7.5% increase in service requests from the Access to Care unit, from October of 2019 to October of 2020; that the school partnership team under Tri-City's children's department has done a great job this year, noting that there had been a total of 75 referrals to date for the school year which demonstrates that our partnerships with all three districts are really strong and have improved considerably; that the Therapeutic Community Garden are holding online groups about the connection between gardening and mental wellness; that the produce of the garden have been distributed to some of our clients.

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

Executive Director Navarro reported on behalf of Medical Director Teimoori, that a couple of weeks ago he, Dr. Oluwole Olusola, and Dr. Allen Lipscomb provided a wonderful webinar to our community on African-American mental health and wellness; that the webinar was well attended and it has been archived in our website for anyone who would like to view it and share it.

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

Director of MHSA & Ethnic Services Hundal stated that the webinar that Dr. Teimoori hosted was a great webinar, well received, and staff has received very good feedback from the community; that Tri-City has been hosting lots webinars because it is the best way for us to reach to the community; that Tri-City also hosted a webinar regarding the mental health issues that veterans come home with; talked about the programming offered online, such as the Spanish language support group for seniors; that a fair was hosted for seniors where they drove in, one person at a time, and we gave them their goodie bags to stay connected with Tri-City; that Tri-City will host a Bye-Bye Butts event, which is an anti-smoking campaign in partnership with the National Council on Drugs and Alcohol; that a new Innovations Coordinator has been hired and she will begin on November 30th; that Friday, November 20th is Transgender Remembrance Day, a day to remember the transgender community members who have been discriminated against or have experienced violence against them.

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

Chief Compliance Officer Majors-Stewart stated that the practice team has been very busy working behind the scenes; that there are a lot of new processes that are being implemented across the system of care over the next few months; that staff continues to prepare for these implementations and for the preparation of the implementations; that internal protocols have to be developed as well as coordinate and collaborate with teams and departments to build workflows; that there will be training involved; that staff also has to identify the outcome monitoring and reporting to ensure compliance and to report our accountability on how we are doing; that with so much taking place, balance is needed, so staff is being very mindful and very strategic with how things are being prioritized and implemented; that staff want to ensure that during this time, high quality is maintained as well as achieve success with launching the new processes, noting that everything is going and working well.

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

#### **GOVERNING BOARD COMMENTS**

The Board stated welcoming remarks to Board Member Paula Lantz.

#### **PUBLIC COMMENT**

JPA Administrator Clerk Olmos read a public comment, a written communication from Sydney Lopez, who submitted it on behalf of Fatima Santoyo, who spoke on behalf of HYPE (Healthy Young People Evolving), a subcommittee of Gente Organizada, a Pomona Student Union which is youth-led social action group that focuses on improving the community for the city's youth; listed activities they have performed during the past years; and indicated wanting to talk with Tri-City about mental health.

#### **ADJOURNMENT**

At 6:17 p.m., on consensus of the Governing Board its meeting of November 18, 2020 was adjourned. The Governing Board will meet next in a Regular Joint Meeting with the Mental Health Commission to be held on Wednesday, December 16, 2020 at 5:00 p.m., via teleconference due to the COVID-19 pandemic.

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Micaela P. Olmos, JPA Administrator/Clerk



Tri-City Mental Health Authority  
AGENDA REPORT

**DATE:** December 16, 2020

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

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

**BY:** Mica Olmos, JPA Administrator/Clerk & Recording Secretary

**SUBJECT:** Approval of Resolution No. 563 of the Governing Board of Tri-City Mental Health Authority Adopting its 2021 Meeting Schedule

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Summary:

The Joint Powers Agreement between the Cities of Claremont, La Verne, and Pomona, requires that the Governing Board provide the date, hour, and place of its regular meetings and it shall be fixed by resolution of the Governing Board.

Background:

The Governing Board of Tri-City Mental Health Authority currently conducts its Regular Meetings, and its Joint Meetings with the Mental Health Commission, at 5:00 p.m. on the third Wednesday of the month, except during the month of August when meetings are not held, in the MHSA Office located at 2001 North Garey Avenue in Pomona, California. However, 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 will continue this practice until further notice.

It is convenient and useful to Tri-City's clients and partners, Governing Board, and staff to fix the dates of the Regular Meetings of the Governing Board and the Mental Health Commission and of other significant meetings through the adoption of an annual schedule.

Funding:

None required.

Recommendation:

Staff recommends the approval of Resolution No. 563 to formally adopt the dates, time, and place where the Governing Board and Mental Health Commission Meetings are held.

Attachment:

*Attachment 4-A:* Resolution No. 563, Adopting the 2021 GB & MHC Meeting Schedule

**RESOLUTION NO. 563**

**A RESOLUTION OF THE GOVERNING BOARD OF  
THE TRI-CITY MENTAL HEALTH AUTHORITY  
ADOPTING ITS 2021 MEETING SCHEDULE**

**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”), conducts its Regular Meetings, and its Joint Meetings with the Mental Health Commission, at 5:00 p.m. on the third Wednesday of the month, except during the month of August when meeting are not held, in the MHSA Office located at 2001 North Garey Avenue in Pomona, California.

B. 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 will continue this practice until further notice.

C. The Joint Powers Agreement between the Cities of Claremont, La Verne, and Pomona, requires that the Governing Board shall provide the date, hour, and place of its regular meetings and shall be fixed by resolution of the Governing Board.

D. It is convenient and useful to Tri-City’s clients and partners, Governing Board, and staff to fix the dates of the Regular Meetings of the Governing Board and the Mental Health Commission and of other significant meetings through the adoption of an annual schedule.

**2. Action**

The Governing Board adopts the 2021 Meeting Schedule attached herein as “Exhibit A”.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 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: \_\_\_\_\_

## EXHIBIT A



### 2021 MEETING SCHEDULE

Effective January 1, 2021

	<b>Governing Board</b>		<b>Mental Health Commission</b>	
January	20	5:00 p.m.	12	3:30 p.m.
February	17	5:00 p.m.	9	3:30 p.m.
March	17	5:00 p.m.	9	3:30 p.m.
April	21	5:00 p.m.	13	3:30 p.m.
May	19*	5:00 p.m.	19*	5:00 p.m.
June	16	5:00 p.m.	8	3:30 p.m.
July	21	5:00 p.m.	13	3:30 p.m.
August	<i>Dark</i>	<i>N/A</i>	<i>Dark</i>	<i>N/A</i>
September	15	5:00 p.m.	14	3:30 p.m.
October	20	5:00 p.m.	12	3:30 p.m.
November	17	5:00 p.m.	9	3:30 p.m.
December	15*	5:00 p.m.	15*	5:00 p.m.

#### **Regular Meeting Location – Governing Board**

(Held the 3rd Wednesday of the Month; except in August when no meetings are held)  
MHSA Office, 2001 N. Garey Avenue, Pomona, CA 91767

#### **Regular Meeting Location – Mental Health Commission**

(Held the 2nd Tuesday of the Month; except in August when no meetings are held, and in May\* & Dec\*)  
MHSA Office, 2001 N. Garey Avenue, Pomona, CA 91767

#### **\*Joint Meetings of Tri-City Governing Board and Mental Health Commission**

(Held the 3rd Wednesday during the months of May and December)  
MHSA Office, 2001 N. Garey Avenue, Pomona, CA 91767



Tri-City Mental Health Authority  
AGENDA REPORT

**DATE:** December 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. 564 Adopting Revised FY 2020-21 Classification and Salary Schedule to Comply with the New State Minimum Wage Requirements Effective January 1, 2021

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Summary:

Effective January 1, 2021 the State minimum wage requirement will increase to \$14 an hour for all employers with 26 or more employees. To comply with the upcoming minimum wage requirement, staff has updated its Fiscal Year 2020-21 Classification and Salary Schedule which includes all agency job classifications, pay grades and salary ranges, to reflect the minimum wage increase.

Background:

The State minimum wage requirement will increase to \$14 an hour effective January 1, 2021. Therefore, staff is requesting only to revise the current Non-Exempt, N1 Pay Grade by replacing the base minimum hourly rate of \$13.0888 with the new minimum rate of \$14.0000 (from Pay Grade N1 Salary Range of \$13.0888 - \$15.4019) to comply with the State minimum wage requirement.

Fiscal Impact:

None, as there are only a few staff to bring up to the new minimum wage this budgeted fiscal year. Also, 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. 564 establishing a revised FY 2020-21 Classification and Salary Schedule for Tri-City Mental Health Authority effective January 1, 2021 to comply with the new State Minimum Wage requirements.

Attachments

*Attachment 5-A:* Resolution No. 564 -DRAFT

*Attachment 5-B:* FY 2020-21 Classification & Salary Schedule Effective 01/01/2021



**RESOLUTION NO. 564**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S REVISED SALARY SCHEDULE FOR FISCAL YEAR 2020-21 EFFECTIVE JANUARY 1, 2021 TO COMPLY WITH NEW STATE MINIMUM WAGE 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 Schedule for Fiscal Year 2020-21, to comply with State minimum wage requirements beginning on January 1, 2021.

B. There are no salary range increases being proposed at this time, and only a few staff will be affected by this minimum wage requirement; therefore, this change will not impact the overall budget.

**2. Action**

The Governing Board approves and establishes the Authority's revised Classification and Salary Schedule for Fiscal Year 2020-21 effective January 1, 2021 to comply with the new State Minimum Wage requirements.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 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  
CLASSIFICATION AND SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 2021**

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	\$ 29,120.00 \$ 2,426.67 \$ 14.0000	\$ 30,576.00 \$ 2,548.00 \$ 14.7000	\$ 32,032.00 \$ 2,669.33 \$ 15.4000	\$ 33,488.00 \$ 2,790.67 \$ 16.1000	\$ 34,944.00 \$ 2,912.00 \$ 16.8000
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  
EFFECTIVE JANUARY 1, 2021**

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Clinical Supervisor I Facilities Manager MHSA Program Supervisor Nurse Practitioner II 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 MHSA and Ethnic Services	At-Will	S9	Annual Monthly Hourly	\$ 109,184.39 \$ 9,098.70 \$ 52.4925	\$ 125,562.05 \$ 10,463.50 \$ 60.3664	\$ 141,939.70 \$ 11,828.31 \$ 68.2402	\$ 158,317.36 \$ 13,193.11 \$ 76.1141	\$ 174,695.02 \$ 14,557.92 \$ 83.9880
Chief Clinical Officer Chief Financial Officer Chief Operations Officer/HIPAA Privacy Officer	At-Will	S10	Annual Monthly Hourly	\$ 125,562.31 \$ 10,463.53 \$ 60.3665	\$ 144,396.71 \$ 12,033.06 \$ 69.4215	\$ 163,231.11 \$ 13,602.59 \$ 78.4765	\$ 182,065.51 \$ 15,172.13 \$ 87.5315	\$ 200,899.91 \$ 16,741.66 \$ 96.5865
Psychiatrist I	Exempt	S11	Annual Monthly Hourly	\$ 156,953.16 \$ 13,079.43 \$ 75.4582	\$ 185,518.59 \$ 15,459.88 \$ 89.1916	\$ 214,084.02 \$ 17,840.33 \$ 102.9250	\$ 242,649.45 \$ 20,220.79 \$ 116.6584	\$ 271,214.88 \$ 22,601.24 \$ 130.3918
Psychiatrist II	Exempt	S12	Annual Monthly Hourly	\$ 168,724.19 \$ 14,060.35 \$ 81.1174	\$ 200,889.92 \$ 16,740.83 \$ 96.5817	\$ 233,055.65 \$ 19,421.30 \$ 112.0460	\$ 265,221.38 \$ 22,101.78 \$ 127.5103	\$ 297,387.11 \$ 24,782.26 \$ 142.9746
Psychiatrist III	Exempt	S13	Annual Monthly Hourly	\$ 204,453.64 \$ 17,037.80 \$ 98.2950	\$ 235,121.68 \$ 19,593.47 \$ 113.0393	\$ 265,789.73 \$ 22,149.14 \$ 127.7835	\$ 296,457.78 \$ 24,704.81 \$ 142.5278	\$ 327,125.82 \$ 27,260.49 \$ 157.2720
Executive Director Medical Director	Contract At-Will	S14	Annual Monthly Hourly	\$ 225,516.13 \$ 18,793.01 \$ 108.4212	\$ 256,524.60 \$ 21,377.05 \$ 123.3291	\$ 287,533.07 \$ 23,961.09 \$ 138.2371	\$ 318,541.53 \$ 26,545.13 \$ 153.1450	\$ 349,550.00 \$ 29,129.17 \$ 168.0529



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

**DATE:** December 16, 2020

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

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

**SUBJECT:** Consideration of Resolution No. 565 Authorizing the Executive Director to Submit on Behalf of Tri-City a Competitive Funds Round 3 Application to Participate in the No Place Like Home (NPLH) Program

---

Summary:

Staff is seeking approval from the Governing Board to authorize the Executive Director to apply for a No Place Like Home Competitive Funds Round 3 grant in partnership with the developer Cesar Chavez Foundation (CCF) in the amount of \$1,988,527, to fund 7 units of permanent supportive housing in the CCF West End Village project located at 1321 E. Holt Avenue, Pomona, CA 91767.

Background:

On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home (NPLH) program to dedicate up to \$2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness. The bonds are repaid by funding from the Mental Health Services Act (MHSA). In November 2018, voters approved Proposition 2 authorizing the sale of up to \$2 billion of revenue bonds and the use of a portion of Proposition 63 taxes for the NPLH program. NPLH funds provide Non-Competitive and Competitive Allocations to county behavioral health departments and the two city jurisdictions covered by the Bronzan-McQuorcondale Act.

Funding amounts for the allocations available for the counties and two cities are based on a formula of the county/city's population size and percentage of the State's total population of persons identified as homeless from the 2019 Statewide Point-In-Time Homelessness Count. On October 23, 2020, the Department of Housing and Community Development (HCD), which oversees NPLH, released its Notice of Availability of Funds (NOFA) for Round 3 of the Competitive Allocation process. Tri-City Mental Health Authority may apply, separately or in partnership with a developer, for a maximum allocation of \$1,988,527.

In July 2019, the Cesar Chavez Foundation presented to the Tri-City Governing Board about its planned affordable housing project, West End Village, to be located at 1321 E. Holt Avenue in Pomona. At that time, the Governing Board gave the Executive Director direction to pursue discussions with the CCF regarding Tri-City's participation in the project.

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

**Toni Navarro, LMFT, Executive Director**

***Consideration of Resolution No. 565 Authorizing the Executive Director to Submit on Behalf of Tri-City a Competitive Funds Round 3 Application to Participate in the No Place Like Home (NPLH) Program***

**December 16, 2020**

**Page 2**

Tri-City staff views West End Village as an important project for the City of Pomona that is in full alignment with Tri-City's mission and values. Not only will West End Village bring a large number of very affordable units to person's and families most in need, but furthermore, East Valley Medical Center has agreed to be a partner and will occupy the ground floor space of the complex bringing valuable health care resources to the residents and easier access to care for the surrounding neighborhood.

At this time, Tri-City has no other options for a permanent supportive housing development, and would like to partner with CCF to apply for the current Round 3 NPLH Competitive Allocation which is due January 19, 2020.

Fiscal Impact:

None.

Recommendation:

It is recommended that 1) the Governing Board authorize Tri-City to partner with the Cesar Chavez Foundation for 7 units of permanent supportive housing in the West End Village Housing Project; and 2) adopt Resolution No. 565 authorizing the Executive Director to file on behalf of Tri-City a NPLH Competitive Allocation Round 3 Application.

Attachments:

*Attachment 6-A:* Resolution No. 565 - DRAFT

*Attachment 6-B:* No Place Like Home Competitive Allocation Round 3 Notice of Funding Availability

## RESOLUTION NO. 565

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE AUTHORITY (COUNTY) TO PARTICIPATE IN THE NO PLACE LIKE HOME PROGRAM

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

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

A. The State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability for Round 3 funds dated October 23, 2020, as may be amended from time to time, (“NOFA”), under the No Place Like Home Program (“NPLH” or “Program”) authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890.

B. The NOFA relates to the availability of approximately \$202 million in Competitive Allocation funds under the NPLH Program.

C. Tri-City Mental Health Authority is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, enacted in 2020 (“Guidelines”).

2. **Action**

A. The County is hereby authorized and directed to apply for and if awarded, accept the NPLH Program funds, as detailed in the NOFA, up to the amount authorized by the Guidelines and applicable state law.

B. The County Executive Director, or her designee, is hereby authorized and directed to act on behalf of County in connection with an award of NPLH Program funds, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the loan of NPLH Program funds, the County’s obligations related thereto, and the Department’s security therefore. These documents may include, but are not limited to, a State of California Standard Agreement (“Standard Agreement”), a regulatory agreement, a promissory note, a deed of trust and security agreement, and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the “NPLH Program Documents”).

[Continued on page 2.]

C. The County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Program funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

D. The County will make mental health supportive services available to each project's NPLH tenants for at least 20 years, and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County's relevant supportive services plan, and as specified in Section 202 of the Guidelines.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 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:\_\_\_\_\_

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT****DIVISION OF FINANCIAL ASSISTANCE**

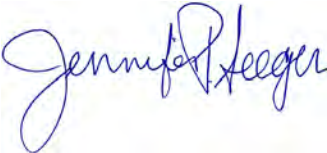
2020 W. El Camino Avenue, Suite 670

Sacramento, CA 95833

(916) 263-2771 / FAX (916) 263-2763 [www.hcd.ca.gov](http://www.hcd.ca.gov)

October 23, 2020

**MEMORANDUM FOR:** All Potential Applicants and Interested Parties

**FROM:** Jennifer Seeger, Deputy Director  
Division of Financial Assistance 

**SUBJECT:** **No Place Like Home Program, Competitive Allocation  
Notice of Funding Availability, Round 3**

The California Department of Housing and Community Development (HCD) is pleased to announce the availability of approximately \$202 million in funds for the No Place Like Home (NPLH) Program Notice of Funding Availability, Round 3. Approximately \$187.4 million of this amount is available through the HCD Competitive Allocation. The remaining approximately \$14.6 million is available under the Alternative Process County (APC) Allocations. The NPLH program provides deferred payment loans to Counties applying independently and to Counties applying with a Development Sponsor for the development of Permanent Supportive Housing for persons living with a serious mental illness who are Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness. NPLH funds must be used to acquire, design, construct, rehabilitate, or preserve Permanent Supportive Housing, which may include a Capitalized Operating Subsidy Reserve. The definition for terms used in this memorandum can be found in the NPLH October 2020 program Guidelines and the attached NOFA.

**HCD Competitive Allocation**

Eligible project applications to be submitted by Counties to HCD under the Competitive Allocation are multifamily rental housing projects of five or more Units located in Counties other than Los Angeles, San Diego, San Francisco, and Santa Clara, except as specified below. Project applications submitted under this Competitive Allocation will be funded on a competitive basis, subject to the availability of funds.

Note: The Tri-Cities of Pomona, Claremont, and La Verne, and the City of Berkeley, are considered separate Counties under the NPLH program because they receive a direct allocation of Mental Health Services Act (MHSA) funds from the California Department of Health Care Services. Projects of five or more Units located in these cities must be submitted to HCD through the Competitive Allocation.

For Projects funded under this Competitive Allocation, Counties compete for available funds with other Counties of a similar population size.



**NPLH Round 3 Competitive**

**NOFA October 23, 2020**

**Page 2**

<b>Population Group</b>	<b>Initial Amounts</b>
Large County (population greater than 750,000)	\$106,876,025
Medium County (population between 200,000 to 750,000)	\$43,962,132
Small County (population less than 200,000)	\$36,595,102
<b>Total Amount Available to the Competitive Allocation County Population Groups</b>	<b>\$187,433,259</b>

For a list of Counties within each population group, see Appendix A in the NPLH NOFA. **The amounts above reflect any adjustments made for reallocations of funds under Round 2. See Appendix A for more detail.**

**Alternative Process Counties Allocation**

The Counties of Los Angeles, San Diego, San Francisco, and Santa Clara are designated as APCs. APCs need not apply for Round 3 funding. The allocations are automatic, provided that the County's NPLH program complies with all applicable NPLH Guideline requirements. Below are the Round 3 APC Allocations available under this NOFA.

***The amounts in the following table reflect amounts subtracted from the County's Round 3 allocation due to advances in Round 3 funds that were received under the Round 2 NOFA. See NOFA Appendix A for amounts advanced under Round 2.***

***See NOFA Appendix A for amounts advanced under Round 2.***

Los Angeles	\$0
San Diego	\$12,262,010
San Francisco	\$322,157
Santa Clara	\$2,023,046
<b>Total Amount Available to APCs Under this NOFA</b>	<b>\$14,607,213</b>

The NPLH program Guidelines, application forms, and application training information for Projects submitted to HCD are available on the [NPLH Program webpage](#).

**NPLH Round 3 Competitive NOFA**

**October 23, 2020**

**Page 3**

Two complete original applications, each one on a separate USB flash drive with all applicable information must be received by HCD no later than 5:00 p.m. Pacific Standard Time on January 19, 2021, delivered by a mail carrier service that provides a date-stamped verification of delivery such as the U.S. Postal Service, UPS, and FedEx to the following address:

**No Place Like Home Program  
Division of Financial Assistance, Program Design and Implementation Unit  
California Department of Housing and Community Development  
2020 W. El Camino Avenue, Suite 150  
Sacramento, CA 95833**

Personal deliveries will not be accepted. No facsimiles, late applications, incomplete applications, application revisions, electronically transmitted, or walk-in application packages will be accepted.

To receive information on workshops and other updates, please subscribe to the [NPLH listserv](#). If you have any further question, please contact [NPLH@hcd.ca.gov](mailto:NPLH@hcd.ca.gov).

Attachment

# **No Place Like Home Program**

## **Round 3 Notice of Funding Availability**



**State of California**  
**Gavin Newsom, Governor**

**Lourdes M. Castro Ramirez, Secretary**  
**Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director**  
**California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833  
Website: <http://www.hcd.ca.gov/grants-funding/active-funding/nplh.shtml>  
Program email: [NPLH@hcd.ca.gov](mailto:NPLH@hcd.ca.gov)  
Telephone: (916) 263-2715

**October 23, 2020**

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## I. Overview

### A. Notice of Funding Availability

The California Department of Housing and Community Development (HCD) hereby announces the availability of approximately \$202 million in Round 3 Competitive Allocation and Alternative Process County (APC) funds for the No Place Like Home (NPLH) Program. Approximately \$187.4 million of this amount is available through the HCD Competitive Allocation. The remaining approximately \$14.6 million (including possible advances of Round 4 funds) is available under the Alternative Process Counties (APC) Allocations.

The disbursement of funds pursuant to this Notice of Funding Availability (NOFA) is contingent on: (1) the sale of bonds by the California State Treasurer's Office; and (2) the availability of proceeds of any such bond sales made available to HCD for disbursement pursuant to all program requirements.

NPLH provides deferred payment loans to Counties applying independently as a Development Sponsor, as well as to Counties applying jointly with another entity as a Development Sponsor, to finance the development of Permanent Supportive Housing for persons living with a serious mental illness who are Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness. NPLH funds must be used to acquire, design, construct, rehabilitate, or preserve Permanent Supportive Housing and may be used to fund Capitalized Operating Subsidy Reserves (COSR). Funding under this NOFA is provided through the sale of bonds with interest payments on the bonds funded through the Mental Health Services Fund of the Mental Health Services Act (MHSA).

NPLH funds are available through a Noncompetitive Allocation (NCA) and a Competitive Allocation. This NOFA addresses funds that will be available through Round 3 of the Competitive Allocation. Competitive Allocation funds and a County's NCA funds may be used in the same Project. Projects proposing to use both of these sources of NPLH funds must submit one Project application utilizing the Competitive Allocation forms provided with this NOFA. In order for Counties to use their NCA funds they must have submitted their acceptance form to the Department no later than August 15, 2019. These NCA funds must also be currently available and not already awarded by the Department to other NPLH Projects.

Defined terms within the October 2020 NPLH Guidelines (Guidelines) are capitalized in this NOFA. Definitions of capitalized terms can be found in Section 101 of the Guidelines.

## B. Competitive Allocation Amounts for HCD Administered NPLH Funds

For Projects funded under this HCD Competitive Allocation, Counties compete for available funds with other Counties of a similar population size. The initial amounts available under this NOFA for the HCD Competitive Allocation within each population group are as follows.

Population Group	Initial Amounts
Large County (population greater than 750,000)	\$106,876,025
Medium County (population between 200,000 to 750,000)	\$43,962,132
Small County (population less than 200,000)	\$36,595,102
Total Amount Available to the Competitive Allocation County Population Groups	<b>\$187,433,259</b>

For a list of Counties within each population group, see Appendix A in the NPLH NOFA.

The total amount of funds available within each County population group is based on a formula that accounts for:

1. The proportionate share of Homeless persons among the Counties within each group based on the most recent Point-In-Time (PIT) Count of both sheltered and unsheltered Homeless persons as published by the U.S. Department of Housing and Urban Development (HUD), and as compared to the state's total Homeless population. This factor is weighted at 70 percent; and
2. The proportionate share of Extremely Low-Income (ELI) renter households that are paying more than 50 percent of their income for Rent using HUD's Comprehensive Housing Affordability Strategy dataset. This factor is weighted at 30 percent.

Notwithstanding the above calculation, the Small County Allocation shall be no less than 8 percent of the funds made available in the Competitive Allocation.

In addition, pursuant to Guideline Section 204 (d) (6) (D), If the total funds requested for a County population group(s) is less than the amount made available to that population group(s) in the NOFA, the Department may use funds from that population group(s) to fund other eligible unfunded applications in other population group(s) as long as the Department adjusts the allocations for each

affected population group in the subsequent NOFA to account for any such reallocation.

**Consistent with this provision, the amounts within each population group above reflect adjustments in allocations as a result of reallocations of funds made in Round 2. See Appendix A for more detail.**

### **C. Alternative Process County Allocation**

If a County with 5 percent or more of the state’s homeless population wants to administer its NPLH funds, it can be designated by HCD as an APC. Once the County has been designated as an APC, the County, as the Project lender, will use its share of funds to select Projects of any number of Units based on a method of distribution approved by HCD, and will monitor these Projects for the required period of affordability. Articles I and III of the Guidelines address HCD requirements for APCs. As of the date of this NOFA, four Counties have been designated to be APCs: Los Angeles, San Diego, San Francisco, and Santa Clara Counties. APCs need not apply for their Round 3 allocation. It will be automatic provided that the County’s NPLH program complies with all applicable NPLH Guideline requirements.

Upon request, the Department may offer each APC a one-time advance on future funding allocations in order to address documented unmet application demand. Funds advanced in a particular round will be deducted from the amount available to the APC in the following funding round(s). ***The amounts in the following table reflect amounts subtracted from the County’s Round 3 allocation due to advances in Round 3 funds that were received under the Round 2 NOFA. See NOFA Appendix A for amounts advanced under Round 2.***

Los Angeles	\$0
San Diego	\$12,262,010
San Francisco	\$322,157
Santa Clara	\$2,023,046
Total Amount Available to Alternative Process Counties Under This NOFA	<b>\$14,607,213</b>

Once a County has been designated by HCD to administer funds as an APC, proposed Projects located in an APC, other than Projects located in the cities of Claremont, La Verne, and Pomona, must apply for NPLH funds through the APC pursuant to the terms of the APC’s application process in accordance with the method of distribution and other requirements approved by the Department.

HCD will not accept applications for Projects located in APCs under this NOFA, except for proposed Projects of five or more Units located in the cities of Claremont, La Verne, and Pomona. The cities of Berkeley, Claremont, La Verne and Pomona are considered Counties under the NPLH statute because these cities receive a direct allocation of MHSA funds. Therefore, these cities can be direct applicants for NPLH funds.

For a current list of these APC contacts, see the most recent HCD award list(s) for each of the APCs located on the [NPLH Program webpage](#).

**D. Tentative program timeline**

**Projects submitted to HCD**

NOFA release	October 2020
Application deadline for Projects submitted to HCD	January 19, 2021
Award announcements for Projects submitted to HCD	Spring 2021

**Projects Submitted to APCs**

HCD awards funds to APCs	February 2021
Application deadline for Projects submitted to an APC	Determined by the County
Award announcements for Projects submitted to an APC	Determined by the County

**E. Authorizing Legislation, Program Guidelines, and Regulations**

The NPLH program furthers the purposes of Assembly Bill (AB) 1618, (Chapter 43, Statutes of 2016), as amended by AB 1628, (Chapter 322, Statutes of 2016, effective September 13, 2016), the 2018 No Place Like Home Act (AB 1827, Assembly Budget Committee), and Senate Bill (SB) 1030, (Chapter 165, Statutes of 2020, effective September 25, 2020). Guidelines implement, interpret, and make specific the NPLH statutes.

The NPLH program Guidelines establish terms, conditions, and procedures for the award of funds under the Competitive Allocation. The newly adopted Guidelines are available on the NPLH website at [Guidelines](#). Except as otherwise provided in the Guidelines, multifamily rental housing Projects of five or more Units underwritten by HCD are also subject to HCD’s current Uniform Multifamily Regulations (UMRs). The current UMRs are located at [HCD UMR webpage](#).



Applicants are responsible for complying with the NPLH program requirements set forth in the Guidelines, UMRs, and NOFA, as applicable. Applicants are advised to carefully review the Guidelines, UMRs, and information contained in this NOFA before submitting applications.

## **II. Program requirements**

The remainder of this NOFA addresses individual Project threshold requirements and competitive application rating criteria for Projects of five or more Units to be administered by HCD using Competitive Allocation funds.

The following is provided as a summary and is not to be considered a comprehensive representation of the eligibility, threshold, and application rating criteria, or other requirements or terms and conditions of the NPLH program. Terms that are defined in the Guidelines are capitalized.

### **A. Project requirements**

Projects are eligible to receive funding if they meet the requirements of Section 202 of the Guidelines.

#### **1. Eligible Applicants**

Applications must be submitted by a single County independently as the Development Sponsor, or by a single County jointly with another entity as the Development Sponsor. Two or more Counties may apply together as joint Applicants if there is a commitment to collaborate in the provision or coordination of supportive services or other resources to the Project, and if NPLH tenants from each of the Applicant Counties are expected to reside in the Project.

If a County does not want to be the borrower on any NPLH loan documents, then it must apply jointly with a Development Sponsor.

Each Applicant shall elect and disclose whether or not the Project will be part of an application to the California Tax Credit Allocation Committee (TCAC) seeking tiebreaker incentives for hybrid 4 percent and 9 percent tax credit projects. A Development Sponsor that will apply to TCAC seeking hybrid tiebreaker incentives must submit applications jointly with a County for NPLH funds for one or both hybrid component Projects, but each component Project must apply independently with a separate application. The hybrid election is irrevocable unless the requirements of Guidelines Section 200 (n) are met.

#### **2. Development Team Experience**

The minimum experience requirements set forth in Section 202 (c) of the Guidelines must be met collectively among the members of the Project team

consisting of the Applicant (i.e., the County applying independently or the County applying jointly with a separate Development Sponsor), the property manager, and the lead service provider if the lead service provider is not the County. The experience requirements in Section 202 (c) vary based on County population size. Documentation of property manager and lead service provider experience must also be provided as set forth in the NPLH Supplemental Application.

### **3. Uses and Terms of program assistance**

NPLH funds will be provided as post-construction permanent loans in Rental Housing Developments of five or more units serving qualifying members of the Target Population. All NPLH funds shall be used for the development costs identified in the California Code of Regulations (C.C.R), Title 25, Section 7304, Subdivision (b), and to refinance loans used to cover such costs.

NPLH funds may be used to capitalize operating subsidy reserves for NPLH Assisted Units pursuant to the requirements of Section 209 of the Guidelines, and under Section 8308 of the UMRs. (The capitalized reserves permitted under Section 209 are hereafter referred to as COSRs.) Pursuant to the urgency legislation 2020 Cal. Legis. Serv. Ch. 147 (S.B.1030), which amended Welfare and Institutions Code Section 5849.8, COSRs provided by the Department shall be provided in the form of a grant.

NPLH funds may be used to rehabilitate existing affordable housing. Projects proposed for rehabilitation will be underwritten based on the number of NPLH tenants the Project will house upon completion of the rehabilitation. The proposed Project can be comprised of vacant Units or Units currently occupied with tenants meeting the occupancy and income requirements under Section 206 of the Guidelines.

Proposed Projects involving new construction and requiring the demolition of existing residential space are eligible only if the number of bedrooms in the new Project is at least equal to the total number of bedrooms in the demolished structures, unless the Department approves an exception to this one-for-one replacement rule in accordance with UMR Section 8302 (b).

For example, it may approve a reduction in the number of single room occupancy (SRO) Units where necessary to add private cooking and bathing facilities, or a reduction in the number of bedrooms in public housing necessary to meet federal requirements. Requests for an exception to the one-for-one replacement rule should be submitted to HCD on or before the application deadline to ensure that this issue can be resolved as soon as possible. The new Units may exist on separate parcels if all parcels are part of the same Rental Housing Development and meet the requirements of Scattered Site Housing described in Section 202 (m) of the Guidelines.

Program assistance shall have an initial term of 55 years or longer to match the period of affordability restrictions under the Low-Income Housing Tax Credit Program, commencing with the date of recordation of HCD's NPLH regulatory agreement. Program loans shall be secured by the Project's real property and improvements, subject only to liens, encumbrances, and other matters of record approved by HCD consistent with Section 8315 of the UMRs.

All construction loan closings for the NPLH-funded Project shall occur no later than 36 months from the date of HCD's award letter to the Project. HCD's permanent loan closing shall occur no later than 72 months from the date of HCD's award letter to the Project. HCD may extend these deadlines a total of up to 24 months in the aggregate where it is clear to HCD in its sole discretion that granting an extension will enable the Project to start construction or achieve 90 percent occupancy of the Assisted Units.

Other loan terms are described in Section 200 of the Guidelines. Additional requirements governing supportive services, tenant selection, and income and rent restrictions are discussed in the other sections of the NOFA below.

#### **4. Use of County Noncompetitive Allocation Funds**

The application submission deadline for Project proposing use of NCA funds is February 15, 2021. Counties can propose Projects utilizing funds from both the NCA and the Competitive Allocation. Projects proposing use of NPLH funds from both Allocations must be submitted by the deadline in the Round 3 Competitive Allocation NOFA, using the current Competitive Allocation NOFA and Application Forms, unless the Department has granted the County a written extension of the February 15, 2021 NCA application submission deadline that would enable Projects utilizing funds from both Allocations to be submitted by the Round 4 Competitive Allocation NOFA application submission deadline. See the NCA extension request memo on the NPLH webpage under ["Get Funding"](#), ["Noncompetitive Allocation"](#) which discusses the process and requirements for requesting an extension of the application submission deadline for Projects proposing use of NCA funds.

Project applications proposing to use NCA funds without the use of NPLH Competitive Allocation funds can also be submitted at any time up to the application submission deadline using the NCA NOFA and application forms found on the NPLH webpage. These forms do not contain worksheets for application scoring criteria.

Uncommitted NCA funds for which current Project applications have not been submitted by the applicable deadline, shall be used to fund Projects submitted under the Round 4 Competitive Allocation NOFA, or subsequent NOFAs if Round 4 is undersubscribed.

For a listing by County of available NCA funds and all application forms, look under the heading “Current NOFAs” at: <https://www.hcd.ca.gov/grants-funding/active-funding/nplh.shtml#funds>

## 5. Site Control

The Development Sponsor, or an entity controlled by the Development Sponsor, must have site control of the proposed Rental Housing Development that meets the requirements of the UMR Section 8303. At the time of application, documented site control shall be for a period no shorter than through the anticipated date of the award of NPLH funds by HCD as set forth in Section I.D of this NOFA.

## 6. Maximum Award Amounts and Per-Unit Subsidy Limits

The maximum award amount per Project, including all eligible capital and COSR costs, shall be \$20 million, including Competitive Allocation funds and any NCA funds awarded by the Department to the Project. Funds from the County’s NCA and the Competitive Allocation may be used in the same multifamily Project or on the same NPLH Assisted Units, as long as HCD’s NPLH per-Unit subsidy limits are not exceeded.

## 7. Capital Per-Unit Limits

Counties and Project Development Sponsors should consult the NPLH per-Unit subsidy limits table for **9 percent tax credit Projects**, and **Projects without 9 percent tax credits** for the current capital per-Unit subsidy limits based on the Area Median Income (AMI) levels being targeted, and the number of bedrooms per unit. NPLH per subsidy limits are located at: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. The NPLH capital per-Unit subsidy limits begin on page 76 of the current year “MTSP Regular Income, Rent and VHHP Loan Limits” document hyperlinked above.

## 8. COSR Per-Unit Limits

The COSR per-Unit subsidy limit for all Projects is now the same. For Projects funded under Round 3, this per-Unit limit is \$191,179.

The per-Unit capital and COSR amounts listed above are maximum amounts available. The actual amount that a Project receives is subject to the individual Project underwriting performed prior to the award of funds and at loan closing. The Universal Rental Project application form contains a COSR calculation worksheet that calculates the amount of each Project’s COSR consistent with COSR underwriting requirements in Section 209 of the Guidelines.

## **9. Stacking of Funds**

HCD's "stacking rule" governs when Projects can and cannot layer two or more HCD funding sources to provide rental housing capital on the same Units. See Guidelines Section 200 (e) for a list of HCD programs that are subject to the stacking rule.

NPLH funds can be stacked with HCD funds that are not subject to the stacking rule. In addition, putting HCD-funded rental housing capital amounts and HCD-funded rental subsidy or operating subsidy on the same Unit(s) is permissible. Putting HCD-funded rental housing capital amounts and HCD-funded amounts for infrastructure or transportation-related amenities on the same Unit(s) is also permissible. See Section 200 (e) for more detail.

## **10. Financial Feasibility**

Projects shall meet the underwriting requirements of HCD's UMRs, as well as the Occupancy, Income, Rent Limits, and Transition Reserve requirements discussed below. Where there is a difference between the UMRs and the NPLH program Guidelines, the provisions of the Guidelines shall prevail. See Sections 206, 207, and 208 of the Guidelines for more information.

## **11. Site and Unit Requirements**

All Project sites must be free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove and that cannot be mitigated. Documentation of compliance with this requirement must be provided as set forth in the NPLH application forms.

All Project sites must be reasonably accessible to public transportation, shopping, medical services, recreation, schools, and employment in relation to the needs of the Project tenants and what is typically available in that County. Documentation of compliance with this requirement must be provided as set forth in the NPLH application forms.

Upon Project completion, all Assisted Units and other Units of the Project must be on a permanent foundation and must meet all applicable state and local requirements pertaining to rental housing, including, but not limited to, requirements for minimum square footage, and requirements related to maintaining the property in a safe and sanitary condition.

Upon Project completion, all Projects must be accessible to persons with disabilities pursuant to the requirements set forth under Section 213 (b) of the Guidelines.

## **12. Supportive Services**

For a minimum of 20 years, Counties must commit to make mental health services available to the Project's NPLH tenants, and to coordinate the provision or referral to other services, including, but not limited to, substance use services.

As set forth in the HCD application form, the County shall include a Project-specific supportive services plan developed by the County in partnership with the Project Development Sponsor, supportive service providers, and the property manager.

Participation in available supportive services by NPLH tenants shall be voluntary. Access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety. The supportive services plan must describe the services to be made available to NPLH tenants in a manner that is voluntary, flexible, and individualized, so that NPLH tenants may continue to engage with supportive services providers, even as the intensity of services needed may change. Adaptability in the level of services should support tenant engagement and housing retention.

See Section 203 of the Guidelines regarding supportive services that must be made available, as well as other required information pertaining to supportive services.

## **13. Tenant Selection**

At least one person residing in each NPLH Assisted Unit must qualify as having a Serious Mental Disorder or as being a Seriously Emotionally Disturbed Child or Adolescent as defined under Welfare and Institutions Code (WIC) Section 5600.3. That person must also be Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness as defined under Section 101 of the Guidelines. Pursuant to Section 5849.9 of the Welfare and Institutions Code, Units funded with NCA funds shall prioritize persons with mental health supportive services needs who are Homeless or At-Risk of Chronic Homelessness

Tenant eligibility criteria must be satisfied prior to being referred to an NPLH Project. Referrals to NPLH Assisted Units shall be made through the local Coordinated Entry System (CES) for persons who are Chronically Homeless or Homeless. For persons At-Risk of Chronic Homelessness, CES or another comparable prioritization system based on greatest need shall be used. All referral protocol for NPLH Assisted Units must be developed in collaboration with the local Continuum of Care and implemented consistent with program requirements.

Projects shall accept tenants regardless of sobriety, participation in services or treatment, history of incarceration, credit history, or history of eviction in accordance with practices permitted pursuant to Housing First practices set forth in WIC Section 8255, or other federal or state Project funding sources. See Section 211 of the Guidelines for more information regarding tenant selection requirements.

#### **14. Occupancy and Income Requirements**

Total household income at time of move-in shall not exceed 30 percent of the County AMI. HCD has published the current income limits at 30 percent AMI and below. The NPLH income limits begin on page one of the current year “MTSP Regular Income, Rent and VHHP Loan Limits” hyperlinked in Item 7 above. Documentation requirements for income and tenant eligibility are referenced in Section 206 of the Guidelines.

Household income may increase above 30 percent AMI over time, and households above 30 percent AMI can continue to reside in their Units. Counties can also choose to continue offering supportive services to tenants residing in these Units. However, Units with household income above 30 percent AMI shall no longer be designated by HCD as NPLH Assisted Units, unless the reason for the increase in income was due to changes in the Supplemental Security Income/State Supplementary Payment (SSI/SSP) rate or cost of living adjustment. See Section 207 of the Guidelines for more information concerning changes in tenant income.

#### **15. Rent Limits**

At initial occupancy, tenant-paid Rents for NPLH Assisted Units shall be restricted to no more than 30 percent AMI or below, as specified in the Project regulatory agreement. HCD has published the current Rent limits at 30 percent AMI and below based on the County and the number of bedrooms Per-Unit. These limits begin on page 21 of the current year “MTSP Regular Income, Rent and VHHP Loan Limits” hyperlinked in Item 7 above.

Projects shall have a transition reserve in the event that any project-based rental assistance is not renewed, or in the event that the Project COSR is exhausted, and the Project cannot secure other sufficient rental or operating subsidies to continue without immediately raising Rents on the NPLH Assisted Units. The minimum amount of the transition reserve shall be the amount sufficient to prevent Rent increases for one year following the loss of the rental assistance or exhaustion of the COSR.

NPLH funds cannot be used to fund the transition reserve. The transition reserve may be capitalized from sources other than NPLH funds or funded from annual project cash flow in amounts to be approved by HCD. Withdrawal

and the use of funds in the transition reserve shall be subject to HCD's prior review and written approval.

If Rent increases on the Assisted Units are necessary due to loss of rental or operating assistance, and after exhausting all transition reserve funds, rent increases will only be permitted to the minimum extent required for Fiscal Integrity, as determined by HCD. In no event shall Rents on Assisted Units be increased above the Rent limit for 60 percent AMI following the exhaustion of the transition reserve in the absence of other rental or operating subsidy to the Project.

See Section 207 of the Guidelines for more information on requirements related to the NPLH transition reserve.

## **16. Integration**

All Projects must demonstrate integration in accordance with the requirements of Section 202 (e) of the Guidelines. To promote integration of NPLH tenants with other Project tenants, in Projects of greater than 20 Units, HCD will fund no more than 49 percent of a Project's Units as NPLH Units. This limitation shall not be interpreted to preclude occupancy of any Project Units by persons with disabilities, or restrictions by other funding sources, including, but not limited to, restrictions imposed by TCAC, that result in more than 49 percent of the total Project Units being restricted to persons with disabilities.

In addition, NPLH Assisted Units shall not be segregated in any manner from other units in the Project. Examples of prohibited forms of segregation include separation of the NPLH Units by assignment, partition, or restriction to separate floors, doors, common areas, legal parcels, or any other areas or portions of the building or of any affordable housing project of which the Project is comprised, or a part. Exceptions may be permitted under certain circumstances as set forth in Section 202 (e) of the Guidelines.

See Section 202 (e) of the Guidelines for additional integration requirements and further specification thereof

## **17. Article XXXIV**

All Projects shall comply with Article XXXIV, Section 1 of the California Constitution, as clarified by the Public Housing Election Implementation Law (HSC §§ 37000 - 37002). Article XXXIV documentation for loans underwritten by HCD shall be subject to review and approval by HCD prior to the announcement of award recommendations.

Article XXXIV requires local voter approval before any state public body can develop, construct, or acquire a low-rent housing Project in any manner.



However, the Public Housing Election Implementation Law (HSC §§ 37000 – 37002) provides clarification as to when Article XXXIV is applicable. HSC Section 37001, for example, lists a number of Project types that are not considered “low-rent housing projects.”

Applicants must submit documentation that shows the Project’s compliance with or exemption from Article XXXIV. If a Project is subject to Article XXXIV, HCD requires an allocation letter from the locality that shows that there is Article XXXIV authority for the Project. A local government official with authority should prepare the allocation letter, and it should include the following:

- a. The name and date of the proposition, and the number of Units that were approved;
- b. A copy of the referendum and a certified vote tally;
- c. The number of Units that remain in the locality’s “bank” of Article XXXIV authority (i.e., the number of Units that are still available for allocation); and
- d. The number of Units that the locality will commit to this Project, including the manager Unit.

If a Project is statutorily exempt from Article XXXIV, HCD requires an Article XXXIV opinion letter from the Applicant’s legal counsel. The Article XXXIV opinion letter must demonstrate that the Applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the Project (e.g., all funding provided by public bodies, including state, county, or city sources, the number of low-income restricted Units, and the general content of any regulatory restrictions). Any conclusion that a Project is exempt from Article XXXIV must be supported by facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law.

Whether or not a Project is statutorily exempt from Article XXXIV, the Project must still comply with limitations on the percentage of NPLH Units HCD can fund pursuant to the NPLH integration requirement discussed in Guidelines Section 202 (e).

HCD’s stacking rule in Guidelines Section 200 (e) may also impact how Article XXXIV compliance using the “49 percent test” may be achieved.

## **18. Relocation**

All persons who are displaced as a direct result of the development of an NPLH Project shall be entitled to relocation benefits and assistance as provided in California relocation assistance law (Gov. Code, § 7260 et seq., C.C.R Title 25, § 6000 et seq.).

A relocation plan conforming to the provisions of C.C.R. Title 25, Section 6038 shall be prepared. The relocation plan or other relocation documentation shall be subject to the review and approval by HCD prior to the beginning of any construction or activity that will result in displacement.

If the Applicant determines that relocation requirements are not applicable to the Project, the application must explain and document why relocation does not apply. Additional certifications to this effect may also be requested by HCD.

## **19. State Prevailing Wages**

Funds awarded under this NOFA are subject to California prevailing wage law (Labor Code, §§ 1771, 1720-1781), and require the payment of prevailing wages unless the Project meets one of the exceptions of Labor Code Section 1720. Each Applicant shall be responsible for determining, on a case-by-case basis, the extent of applicability of state prevailing wage law to its individual Project. If applicable, prior to the close of the program loan, the Development Sponsor shall provide to the Department a written certification that prevailing wages have been paid, or will be paid, and that the records shall be available consistent with the requirements of this subsection. Applicants are encouraged to seek professional advice as to how to comply with state prevailing wage law.

## **B. Competitive Allocation Application Review Process**

The application review process consists of three phases: initial threshold review, rating and ranking, and Project feasibility review.

### **1. Initial Threshold Review**

During the initial threshold review, applications will be evaluated based solely upon the materials contained within the application to determine completeness and compliance with the following requirements to be evaluated at application stage as set forth in Section 202 of the Guidelines:

- a) Eligible Applicant
- b) Eligible use of funds
- c) Experience of the Project team
- d) Site control for a time period no shorter than through the anticipated NPLH award date as set forth under Section I.D. of this NOFA
- e) Project integration
- f) Compliance with Article XXXIV as discussed in section A.17 above
- g) Application completeness, including submission of all required reports and other documents, including, but not limited to, the documents set forth in Guidelines Section 202 (h)

## 2. Application Scoring

If the total amount of funds requested in a County population group set forth in Appendix A exceeds the amount of funds available for that group, those applications will be scored based on the application selection criteria in Section 205 of the Guidelines unless HCD exercises the option to transfer sufficient funds from one or more undersubscribed County population groups to address the unmet demand, as permitted under Guidelines Section 204 (d)(6)(D).

In the event that one or more County population groups are oversubscribed and no funds transfer or an insufficient funds transfer is made within each oversubscribed County population group, the applications with the highest number of points shall be selected for funding, provided that all threshold and eligibility requirements are met. In the event of a tie between applications, funds will be awarded to the application with the highest overall readiness point score under Section 205 (d). If a second tiebreaker is needed, funds will be awarded to the application with the lowest per-Unit Total Development Cost pursuant to the calculation methodology under 25 C.C.R. Section 8311.

A city receiving funds pursuant to the Bronzan-McCorquodale programs under WIC Section 5701.5 shall not be funded for more than one Project per funding round for a Competitive Allocation unless that Project is being submitted by the county in which that city is located within the county's own population group.

In addition, Projects located in these cities that do not receive maximum points in any of the application rating factors may receive a total of two additional points in the aggregate if the application was submitted through the county in which that city resides within the county's population group rather than by the city within its population group.

The Competitive Allocation application rating criteria in Section 205 of the Guidelines are summarized in the table below. Consult Sections 204 and 205 of the Guidelines for more information.

<b>Rating Category</b>	<b>Maximum Points</b>	<b>Summary (See Section 205 of the Guidelines for more detail.)</b>
<b>Percentage of Total Project Units Restricted to the</b>	65	Percentage of total Project Units restricted as NPLH Units, and use of CES, or use of an alternate system to refer persons At-

<b>Rating Category</b>	<b>Maximum Points</b>	<b>Summary (See Section 205 of the Guidelines for more detail.)</b>
<b>Target Population</b>		Risk of Chronic Homelessness to NPLH Units
<b>Leverage of Development Funding</b>	20	Ratio of the capital (non-COSR) portion of the NPLH loan to other sources of committed development funding attributable to the NPLH Units. NCA funds may count as leveraged funds
<b>Leverage of Rental or Operating Subsidies</b>	35	Percentage of NPLH Units that have committed non-HCD project-based or sponsor-based subsidies with terms substantially similar to that of other project-based rental or operating assistance
<b>Readiness to Proceed</b>	50	Percentage of total construction and permanent financing committed; completion of all necessary environmental clearances; land use approvals
<b>Extent of On-Site and Off-Site Supportive Services</b>	20	Points for case management provided on-site at the Project, use of evidence-based practices to assist NPLH tenants to retain their housing; offering more services than required, and implementing resident involvement strategies
<b>Past History of Evidence Based Practices</b>	10	Points for prior experience of the lead service provider in implementing evidence-based practices recognized to lead to a reduction in homelessness, or other related use of evidenced-based practices to serve special needs populations

### 3. Financial Feasibility

In the event that one or more County population groups are oversubscribed, and no transfer of funds or an insufficient funds transfer is made to address unmet demand within each oversubscribed County population group, the highest scoring applications will be evaluated for financial feasibility in accordance with NPLH program requirements. If a funding round is undersubscribed, all applications meeting Project threshold requirements will be evaluated for financial feasibility. Financial feasibility requirements include, but are not limited to, the requirements referenced in Sections 206 through

209 of the program Guidelines. See Guidelines Section 208 for certain exceptions to the UMRs for NPLH.

## **C. Appeals**

### **1. Basis of Appeals**

- a. Upon receipt of HCD's notice that an application has been determined to be incomplete or to have otherwise failed the threshold review, applicants under this NOFA may appeal such decision(s) to HCD pursuant to this section.
- b. No Applicant shall have the right to appeal a decision of HCD relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
- c. The appeal process provided herein applies solely to decisions HCD made in this program NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future program NOFAs.

### **2. Appeal Process and Deadlines**

To appeal a decision, Applicants must submit to HCD, by the deadline set forth in Subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. The Applicant must provide a detailed reference to the area(s) of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant.

Once the written appeal is submitted to HCD, no further information or materials will be accepted or considered thereafter if the information would result in a competitive advantage to the Applicant.

Appeals must be received by HCD no later than five business days from the date of HCD's eligibility, threshold review, or preliminary point score determination letters, representing HCD's decision made in response to the application.

Appeals are to be submitted to HCD via email at [NPLH@hcd.ca.gov](mailto:NPLH@hcd.ca.gov) with a copy to [Aaron.New@hcd.ca.gov](mailto:Aaron.New@hcd.ca.gov).

Appeal emails will be accepted as long as the email time stamp is no later than 5:00 p.m. Pacific Standard Time on the day of the appeal deadline.

### **3. Decision**

Any appeal of HCD's decision shall be reviewed for compliance with the

NPLH Guidelines in effect on the date of this NOFA, and any subsequent clarifying documents, such as the NPLH program’s responses to “Frequently Asked Questions.” It is HCD’s intent to render its decision in writing within 15 business days of receipt of the Applicant’s written appeal. All decisions rendered shall be final, binding, and conclusive and shall constitute the final action of HCD with respect to the appeal.

#### **D. Project Application Submittal**

The Competitive Allocation Project application consists of the following documents available on the [NPLH Program website](#).

1. **NPLH Supplemental Application** – This form contains information needed to evaluate application threshold compliance and rating for Projects of five or more Units underwritten by HCD. The program Supplement also contains information Counties must submit in order to utilize their Competitive Allocation funds.
2. **Universal Rental Project Application Form** – This form contains information needed to evaluate Project financial feasibility for Projects of five or more Units underwritten by HCD.

Project applications submitted under this NOFA will be funded on a competitive basis, as set forth in Section II. A. and B. above, subject to the availability of funds. HCD’s NPLH application forms, program Guidelines, and application workshop information are available on the [NPLH Program website](#).

Competitive Allocation funds and a County’s NCA funds may be used in the same Project. Projects proposing to use both of these sources of NPLH funds must submit one Project application utilizing the Competitive Allocation application forms provided with this NOFA.

Two complete original applications, each one on a separate USB flash drive with all applicable information must be received by HCD no later than 5:00 p.m. Pacific Standard Time on January 19, 2021, delivered by a mail carrier service such as the U.S. Postal Service, UPS, FedEx, or other carrier service that provides a date-stamped verification of delivery to the following address:

**California Department of Housing and Community Development  
Division of Financial Assistance, Program Design and Implementation Unit  
No Place Like Home Program  
2020 W. El Camino Avenue, Suite 150  
Sacramento, CA 95833**

Personal deliveries will not be accepted. No facsimiles, late applications, incomplete applications, application revisions, electronically transmitted, or walk-in application packages will be accepted. Applications received after the deadline will not be considered.

Modification of the application forms by the Applicant is prohibited. It is the Applicant's responsibility to ensure the application is clear, complete, and accurate. After the application has been submitted, HCD staff may request clarifying information to determine compliance with NPLH program requirements.

#### **E. Disclosure of Application to the Public**

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Act) (Gov. Code, § 6250 et seq.). As such, any materials provided may be disclosed to any person making a request under this Act. HCD cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to HCD, the Applicant is waiving any claim of confidentiality as to the submitted information, and consents to HCD's disclosure of such information upon a request under the Act.

#### **F. Award Announcements and Contracts**

Successful Applicants will enter into a Standard Agreement with HCD. The Standard Agreement contains all the relevant state requirements, as well as specific information about the award and the work to be performed.

HCD will enter into a regulatory agreement with the County Applicant and/or a separate Development Sponsor that will contain specific provisions governing Project operations in accordance with NPLH requirements. See Section 215 of the Guidelines for a description of these agreements.

A condition of award will be that a Standard Agreement(s) must be executed by the Awardee(s) within 90 days (Contracting Period) of the Awardees' receipt of the Standard Agreement(s). Failure to execute the Standard Agreement(s) within the Contracting Period may result in award cancellation. The Awardee(s) shall remain a party to the Standard Agreement(s) for the entire term of the Standard Agreement(s); removal of the Awardee(s) shall be prohibited.

The disbursement of funds pursuant to this NOFA is contingent on: (1) the sale of bonds by the California State Treasurer's Office and (2) the availability of proceeds of any such bond sales being made available to the Department for disbursement pursuant to all program requirements.

Questions can be directed to the NPLH email at [NPLH@hcd.ca.gov](mailto:NPLH@hcd.ca.gov).

**APPENDIX A: ROUND 3 ALLOCATIONS**

NPLH Formula Estimates for the Competitive Program							
	COUNTY	Pop Est. as of 1/1/2019	2019 PIT Count	ELI Renter Severe cost Burden	Formula Allocation	Adjustments	
Alternative Program						Amount of Alternative Process County Round 3 Funds Advanced in Round 2	Allocation For Round 3
1	Los Angeles	9,878,694	58,190	409,700	\$147,299,076	-\$155,230,056	\$0
2	San Diego	3,351,786	8,102	94,480	\$24,193,009	-\$11,930,999	\$12,262,010
3	San Francisco	883,869	8,035	38,620	\$18,572,711	-\$18,250,554	\$322,157
4	Santa Clara	1,954,286	9,706	47,330	\$22,501,947	-\$20,478,901	\$2,023,046
<b>Total</b>		<b>16,068,635</b>	<b>84,033</b>	<b>590,130</b>	<b>\$212,566,743</b>	<b>-\$205,890,510</b>	<b>\$14,607,213</b>



	COUNTY	Pop Est. as of 1/1/2019	2019 PIT Count	ELI Renter Severe cost Burden	Formula Allocation	Adjustments	
Large Counties						Amount Transferred from Round 2	Allocation For Round 3
1	Alameda	1,545,973	6,914	45,655	\$17,204,085		\$17,204,085
2	Contra Costa	1,155,879	2,295	25,665	\$6,744,968		\$6,744,968
3	Fresno	1,018,241	2,248	30,100	\$7,095,003		\$7,095,003
4	Kern	916,464	1,330	21,175	\$4,528,982		\$4,528,982
5	Orange	3,222,498	6,860	87,855	\$21,257,662		\$21,257,662
6	Riverside	2,440,124	2,811	42,190	\$9,319,829		\$9,319,829
7	Sacramento	1,546,174	5,561	51,720	\$15,313,476		\$15,313,476
8	San Bernardino	2,192,203	2,607	49,605	\$9,674,481		\$9,674,481
9	San Joaquin	770,385	2,631	17,285	\$6,538,030		\$6,538,030
10	San Mateo	774,485	1,512	18,220	\$4,572,787		\$4,572,787
11	Ventura	856,598	1,669	15,835	\$4,626,722		\$4,626,722
<b>Total</b>		<b>16,439,024</b>	<b>36,438</b>	<b>405,305</b>	<b>\$106,876,025</b>	<b>\$0</b>	<b>\$106,876,025</b>

	COUNTY	Pop Est. as of 1/1/2019	2019 PIT Count	ELI Renter Severe cost Burden	Formula Allocation	Adjustments	
						Amount Transferred from Round 2	Allocation For Round 3
<b>Medium Counties</b>							
1	Butte	226,466	1,266	7,690	\$3,084,276		\$3,084,276
2	Marin	262,879	1,034	7,175	\$2,607,069		\$2,607,069
3	Merced	282,928	608	7,005	\$1,807,148		\$1,807,148
4	Monterey	445,414	2,422	8,730	\$5,311,900		\$5,311,900
5	Placer	396,691	617	6,505	\$1,774,490		\$1,774,490
6	San Luis Obispo	280,393	1,483	8,400	\$3,553,096		\$3,553,096
7	Santa Barbara	454,593	1,803	11,820	\$4,477,966		\$4,477,966
8	Santa Cruz	274,871	2,167	8,670	\$4,837,184		\$4,837,184
9	Solano	441,307	1,151	10,810	\$3,179,887		\$3,179,887
10	Sonoma	500,675	2,951	11,060	\$6,513,747		\$6,513,747
11	Stanislaus	558,972	1,923	12,380	\$4,753,693		\$4,753,693
12	Tri-Cities (Claremont, La Verne, Pomona)	187,511	746	6,270	\$1,988,527		\$1,988,527
13	Tulare	479,112	819	11,005	\$2,588,702		\$2,588,702
14	Yolo	222,581	655	8,895	\$2,079,549		\$2,079,549
<b>Total</b>		<b>5,014,393</b>	<b>19,645</b>	<b>126,415</b>	<b>\$48,557,234</b>	<b>-\$4,595,102</b>	<b>\$43,962,132</b>

	COUNTY	Pop Est. as of 1/1/2019	2019 PIT Count	ELI Renter Severe cost Burden	Formula Allocation	Adjustments	
						Amount Transferred from Round 2	Allocation For Round 3
<b>Small counties</b>							
1	Alpine	1,162	0	8			
2	Amador	38,294	214	530			
3	City of Berkeley	123,328	1,108	7,200			
4	Calaveras	45,117	186	670			
5	Colusa	22,117	57	259			
6	Del Norte	27,401	184	780			
7	El Dorado	191,848	613	2,680			
8	Glenn	29,132	58	890			
9	Humboldt	135,333	1,702	4,570			
10	Imperial	190,266	1,413	4,610			
11	Inyo	18,593	141	284			
12	Kings	153,710	250	3,290			
13	Lake	65,071	408	2,005			
14	Lassen	30,150	46	545			
15	Madera	159,536	260	3,130			
16	Mariposa	18,068	60	410			
17	Mendocino	89,009	785	2,670			
18	Modoc	9,602	5	220			
19	Mono	13,616	73	79			
20	Napa	140,779	322	2,175			
21	Nevada	98,904	415	1,710			
22	Plumas	19,779	46	315			
23	San Benito	62,296	282	775			
24	Shasta	178,773	827	4,740			
25	Sierra	3,213	12	30			
26	Siskiyou	44,584	229	1,505			
27	Sutter	97,490	293	1,915			
28	Tehama	64,387	288	1,300			
29	Trinity	13,688	81	315			
30	Tuolumne	54,590	385	1,145			
31	Yuba	77,916	428	1,535			
<b>Total</b>		<b>2,217,752</b>	<b>11,171</b>	<b>52,290</b>	<b>\$32,000,000</b>	<b>\$4,595,102</b>	<b>\$36,595,102</b>

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Round



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

**DATE:** December 16, 2020

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

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

**SUBJECT:** Consideration of Resolution No. 566 Authorizing the Executive Director to Execute A Memorandum of Understanding with the Pomona Economic Opportunity Center (PEOC) for COVID-19 Community Outreach and Engagement; and Accepting the L.A. County COVID-19 Community Equity Fund (CCCEF) Grant in the Amount of \$53,200

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Summary:

Staff is requesting the Governing Board to authorize the Executive Director to enter into an Memorandum of Understanding with the Pomona Economic Opportunity Center (PEOC) for a Los Angeles County COVID-19 Community Equity Fund (CCCEF) grant, from which Tri-City will receive \$53,200 over the next year to provide information, outreach, engagement, referrals and resources related to COVID-19 in the three cities.

Background:

In the late Summer, Tri-City was asked to join a communitywide effort to bring cohesive and consistent messaging about how to stop the spread of COVID-19 throughout Pomona, which included information on Center for Disease Control (CDC) best practices for staying COVID free, how/where to get tested if needed, and information as to where to get prompt and necessary medical treatment if symptomatic. This effort was spear-headed by the faith-based group, ICON, in partnership with Western University who created a multilingual PowerPoint training for individuals and/or organizations to get trained and then to share across their neighborhoods and networks. Tri-City's Community Navigators and staff at the Wellness Center have received the training and have been giving presentations to group participants as well as individuals and families who are reporting to the clinical staff that they are either concerned about exposure or have tested positive for COVID-19.

Another important piece of this communitywide project is that the public and agency providers have donated personal protective equipment and cleaning/disinfectant supplies to persons/families who are trying to stay well, but have limited financial resources for this vital provisions. Tri-City is the lead agency for these donations and has bins at its sites for collection and is storing supplies at the Navigators' office site at 2001 N. Garey.

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

**Toni Navarro, LMFT, Executive Director**

***Consideration of Resolution No. 566 Authorizing the Executive Director to Execute A Memorandum of Understanding with the Pomona Economic Opportunity Center (PEOC) for COVID-19 Community Outreach and Engagement; and Accepting the L.A. County COVID-19 Community Equity Fund (CCCEF) Grant in the Amount of \$53,200***

**December 16, 2020**

**Page 2**

In October, Los Angeles County announced that its COVID-19 Community Equity Fund (CCCEF) was receiving a \$6.1million investment from the Los Angeles County Department of Health Services for short-term projects lasting 1 year. The intended outcomes of CCCEF are to: reduce the disproportionate impact of COVID-19 in highly impacted communities; improve system navigation; provide more resources and relief for communities; and build stronger community organizations for the people they serve. Locally, the PEOC reached out to organizations who had received the Western University training on “Stop the Spread” (described above) to see if any were interested in partnering on this grant in order to receive funds to greatly expand the outreach, engagement, system navigation and PPE+ supplies for the entire Tri-City region, including Claremont, La Verne and Pomona. At the time of this writing, Pomona is ranked 7th out of 88 cities in Los Angeles County for highest case/transmission rates; and Claremont was listed in a Friday news report as being one of 10 cities in Los Angeles County to have a 200% increase in COVID-19 cases from late September to late November.

PEOC, in partnership with Tri-City and ICON, applied for a grant and was awarded \$230,000 to use over the next year. Tri-City will receive \$53,200 over the next year to hire part-time temporary staff, conduct activities, and provide incentives throughout the three cities that will share consistent and research-informed messaging about staying safe from COVID-19, how to not spread illness, what and where resources are available to get medical care, mental health support, basic needs assistance, and safety and/or cleaning supplies. Further, PEOC, Tri-City and ICON will outreach to other community partners, businesses, social service organizations to address the final goal of the CCCEF which is to build stronger community organizations and collaboration.

Fiscal Impact:

As a partner with PEOC and ICON, Tri-City will receive \$53,200 over the next year to complete COVID-19 related services to the three cities including outreach, engagement and education on how to stay healthy and system navigation for care and basic needs resources.

Recommendation:

Staff recommended that the Governing Board approve Resolution No. 566 allowing the Executive Director to execute an MOU with PEOC accepting a CCCEF grant in the amount of \$53,200 for COVID-19 community outreach and engagement activities and system navigation.

Attachments:

*Attachment 7-A:* Resolution No. 566 - DRAFT

*Attachment 7-A:* TCMHA & PEOC MOU -Effective 12162020-DRAFT

**RESOLUTION NO. 566**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE POMONA ECONOMIC OPPORTUNITY CENTER (PEOC) FOR COVID-19 COMMUNITY OUTREACH AND ENGAGEMENT; AND ACCEPTING THE L.A. COUNTY COVID-19 COMMUNITY EQUITY FUND (CCCEF) GRANT IN THE AMOUNT OF \$53,200**

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to sign a Memorandum of Understanding (MOU) with the Pomona Economic Opportunity Center (PEOC), a California nonprofit organization, to provide COVID-19 community outreach and engagement.

B. PEOC and TCMHA jointly submitted an application to the Los Angeles County COVID-19 Community Equity Fund (CCCEF) to receive a grant to perform COVID-19 community outreach and engagement, test site, and system navigation.

C. The CCCEF awarded PEOC the amount of \$230,000 dollars; and the sum of \$53,200 is TCMHA’s allocation to conduct educational outreach events and dissemination of information.

**2. Action**

The Governing Board accepts the CCCEF grant in the amount of \$53,200; approves the MOU with the PEOC for COVID-19 community outreach and engagement; and authorizes the Executive Director to execute the MOU.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 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 THE POMONA ECONOMIC OPPORTUNITY CENTER (PEOC) TO PROVIDE COVID-19 COMMUNITY OUTREACH AND ENGAGEMENT, AND SYSTEM NAVIGATION**

#### **1. PARTIES AND DATE**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into as of December 16, 2020 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “TCMHA”) and the POMONA ECONOMIC OPPORTUNITY CENTER, a California nonprofit organization, with its principal place of business at 1682 W. Mission Boulevard, Pomona, CA 91766 (hereinafter “PEOC”). TCMHA and PEOC are sometimes individually referred to as a “Party” and collectively as “Parties.”

#### **2. RECITALS/BACKGROUND**

**A.** PEOC’s mission is to facilitate educational outreach, grassroots advocacy and direct services to low-wage, immigrant workers and community members; with a historic focus in providing employment and workforce development support to day laborers, household workers, street vendors, warehouse workers and other low-wage, immigrant workers.

**B.** TCMHA for 60 years has served the diverse communities of Pomona, Claremont and La Verne ensuring high quality and culturally competent behavioral health care treatment, prevention, and education; and has created an integrated and inclusive system of care which addresses the full spectrum of mental health need, from wellbeing to intensive treatment, and includes both individually and community-wide focused intervention.

**C.** PEOC and TCMHA jointly submitted an application to the Los Angeles County COVID-19 Community Equity Fund (CCCEF) to receive a grant to perform COVID-19 community outreach and engagement, test site, and system navigation.

**D.** The CCCEF awarded PEOC the amount of \$230,000 dollars; and the sum of \$53,200 is TCMHA’s allocation to conduct educational outreach events and dissemination of information.

#### **3. PURPOSE OF MOU**

**A.** This Agreement represents good faith commitments, which are being made by each of the Parties, for the purpose to receive funding for 12 months to support a community outreach and engagement project, through education and dissemination of information that will serve vulnerable populations and/or identified service gaps, within specific geographic areas, in the areas disproportionately affected by COVID-19.

**ATTACHMENT 7-B**

**B.** The further purpose of this Agreement is to outline the roles and responsibilities of the Parties.

#### **4. TERM OF MOU**

The term of this MOU shall commence December 16, 2020 and shall be in full force and effect for one year, or until amended or terminated whichever comes first, in whole or in part, by either Party at any time, without cause, upon thirty (30) calendar days prior written notice to the other Party. Parties Agree to cooperate fully in any such transition.

#### **5. ROLES AND RESPONSIBILITIES**

##### **A. Responsibilities of TCMHA**

TCMHA will be responsible for the following:

- a. Hire 1.25 Wellness Advocates to conduct educational outreach internally and externally to provide educational outreach pertaining to this project.
- b. Utilize its community outreach and engagement programs including: Community Navigators Program; the Wellness Center; and the Intensive Outreach and Engagement Team to support this project.
- c. Provide language capacity in various languages including Spanish and Mandarin.

##### **B. Responsibilities of the PEOC**

The PEOC will be responsible for the following:

- a. Provide Scope of Work as selected by the La County COVID-19 Community Equity Fund in connection with providing COVID-19 community outreach and engagement, test site, and system navigation.
- b. Health Insurance Portability and Accountability Act. The Parties and their officers, employees, and agents providing services pursuant to this Agreement shall adhere to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164, 42 CFR, Part 2, and Welfare Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. The Parties shall require all their officers, employees, and agents providing services under this Agreement to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.

##### **C. Mutual Responsibilities of the Parties**

- a. Each Party shall identify a staff representative for the day-to-day services under this Agreement.



b. The Parties will work together and collaborate use varying strategies that will cover a large scope of the marginalized communities who are being disproportionately affected by the COVID-19 pandemic.

c. The Parties will not discriminate against any person because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

## **6. COMPENSATION**

PEOC will provide TCMHA the sum of \$53,200, from the \$230,000 dollar grant received from the CCCEF, to hire personnel to provide services under this Memorandum of Understanding.

## **7. NO AGENCY RELATIONSHIP BETWEEN THE PARTIES**

A. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

B. TCMHA employees providing services under this Agreement will not be considered employees or agents of the PEOC for any purpose. TCMHA employees will not be entitled to receive any compensation or any benefits of employment from the PEOC, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

## **8. INDEMNITY AND INSURANCE**

Each Party shall indemnify, defend and hold harmless the other Party, their elected and appointed officers, employees, representatives, volunteers, and contractors who serve as officers, officials, or staff, from and against any and all liability, including but not limited to demands, claims, actions, suits, accidents, injuries, fees, costs, expenses, liability, and/or proceedings (including attorney and expert witness fees), arising from or connected with each Party's respective acts and/or omissions arising from and/or relating to this Memorandum of Understanding.

## **9. GENERAL TERMS AND CONDITIONS.**

### **A. Governing Law, Jurisdiction and Venue**

This Memorandum of Understanding shall be governed by, and construed in accordance with, the laws of the State of California. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

**B. Representative and Notice**

a. TCMHA's Representative. Tri-City Mental Health Authority hereby designates its Executive Director to act as its representative for the performance of this Agreement and shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

b. PEOC's Representative. Pomona Economic Opportunity Center hereby designates its Executive Director to act as its representative for the performance of this Agreement and shall have the power to act on behalf of PEOC for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States Mail, First Class, at the following address and addressed as indicated:

If to TCMHA:

Tri-City Mental Health Authority  
1717 N. Indian Hill Boulevard, #B  
Claremont, CA 91711-2788  
Attn: Executive Director

If to PEOC:

Pomona Economic Opportunity Center  
1682 W. Mission Boulevard  
Pomona, CA 91766  
Attn: Executive Director

**10. ENTIRE AGREEMENT.**

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. This Memorandum of Understanding supersedes all prior agreements, written or oral, between TCMHA and PEOC relating to the subject matter of this Agreement. This MOU may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by TCMHA and the PEOC. The validity or unenforceability of any provision of this MOU declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this MOU. No delay or omission by TCMHA in exercising any right under this MOU will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

[END OF MOU. SIGNATURES PAGE FOLLOWS]

**11. EXECUTION.**

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

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**POMONA ECONOMIC OPPORTUNITY  
CENTER**

By: \_\_\_\_\_  
Antonette Navarro, Executive Director

By: \_\_\_\_\_  
Fernando Romero, Executive Director

Attest:

By: \_\_\_\_\_  
Micaela P. Olmos  
JPA Administrator/Clerk

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

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel



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

**DATE:** December 16, 2020

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

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

**BY:** Nancy Gill, Chief Operations Officer  
Trevor Bogle, Controller  
Alex Ramirez, Facilities Manager

**SUBJECT:** Consideration of Resolution No. 567 Awarding a Three-Year Agreement to Citiguard, Inc. for Security Guard Services beginning January 1, 2021, in the Amount of \$1,430,244.00, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement

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Summary:

Staff is seeking Governing Board approval to authorize Tri-City to enter into a three-year agreement with Citiguard, Inc. This agreement would allow Citiguard, Inc to provide Security Guard Services for 4 properties owned and/or leased by Tri-City Mental Health Authority located at 2008 N. Garey Ave in Pomona, 2001 N. Garey Ave in Pomona, 1403 N. Garey Ave in Pomona and 1900 Royalty Drive in Pomona.

Background:

Security guard services have been employed at TCMHA for over 20 years. However, with the expansion of clinical sites, personnel and client caseloads, management has experienced an increase in building /vehicle destruction and theft, incidents of verbal and physical assaults on-site and an increase in homelessness that has impacted some of TCMHA properties leading to additional maintenance costs. Due to the increased risk, safety concerns and liability for TCMHA, it was necessary to increase our security guard protection to a 24/7 hour guard rotation at 2008 N. Garey Ave and 24 hour/weekend guard rotation for the Wellness Center located at 1403 N. Garey Ave.

On November 5, 2020, a Request for Proposal (RFP) for Security Guard Services (Attachment C) was issued, posted on Tri-City's website, and distributed to eighteen (18) security guard companies. Out of the eighteen (18) companies, there were ten (10) companies that attended the mandatory pre-proposal meeting on November 16, 2020. On November 30, 2020 Tri-City received eleven (11) Proposals: Onguard, Inc, Xpress Guards, American Power Security, American Guard Services, Dunamis Security Services, Allied Nationwide Security, Allied Universal Security Services, All American Security, American Global Security, DSI Security Services, and Citiguard, Inc. (Attachment D).

**Governing Board of Tri-City Mental Health Authority**  
**Consideration of Resolution No. 567 Awarding a Three-Year Agreement to Citiguard for Security Guard Services beginning January 1, 2021, in the Amount of \$1,430,244.00, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement**  
**December 16, 2020**  
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Proposals submitted are for a three (3) year initial agreement period with the possibility of two additional annual extensions for a total of five (5) years, subject to the annual review and recommendation of the Executive Director, the concurrence of the Governing Board, and the annual availability of a budget appropriation.

Based on review of all proposals, both qualitatively (responses to RFP elements) and quantitatively (proposed costs), Tri City selected the top three proposers that we felt could best serve the Agency’s need for security at our various sites. Across all respondents, proposed costs range from approximately \$2.2 million to \$4.4 million, well below current amount to well above current amounts. The top three proposers selected for an interview were not solely based on their proposed costs but also considered the prospective proposers’ current clients and their similarity to our needs.

The bid amounts submitted by the top three companies are listed below, amounts are based on both three-year and five-year agreement terms, respectively.

<b>Agreement Years</b> (Beginning on January 1, 2021)	<b>COMPANY</b>		
	<b>Citiguard, Inc.</b>	<b>Allied Nationwide Security</b>	<b>All American Security</b>
<b>Year 1</b>	\$ 476,748.00	\$ 542,735.70	\$ 527,029.40
<b>Year 2</b>	\$ 476,748.00	\$ 542,735.70	\$ 550,699.24
<b>Year 3</b>	\$ 476,748.00	\$ 542,735.70	\$ 576,977.40
<b>Total 3-Year Agreement</b>	\$ 1,430,244.00	\$ 1,628,207.10	\$ 1,654,706.04
<b>Year 4</b>	\$ 476,748.00	\$ 569,541.70	\$ 600,557.40
<b>Year 5</b>	\$ 476,748.00	\$ 594,267.70	\$ 624,325.40
<b>Total 5-Year Agreement</b>	\$ 2,383,740.00	\$ 2,792,016.50	\$ 2,879,588.84

Proposals were reviewed and evaluated by an Ad Hoc committee that included the Chief Operations Officer, Controller, Facilities Manager and Facilities Coordinator. The committee also interviewed the three proposers as part of the evaluation process. Evaluations were based on the following criteria:

1. Proposer’s qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Project/Service approach including scheduling
5. Cost Proposal

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 567 Awarding a Three-Year Agreement to Citiguard for Security Guard Services beginning January 1, 2021, in the Amount of \$1,430,244.00, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement***  
**December 16, 2020**  
**Page 3**

Based on these evaluations, the committee is requesting for Citiguard, Inc, to be awarded the contract for security guard services. Citiguard, Inc. is based in Los Angeles and has an office in Ontario. They have provided unarmed security guard services since 2007 and have their Private Patrol Operators (PPO) License. They currently have a \$2.7 million contract for Los Angeles Homeless Services Authority's Project Roomkey, providing security services for 34 hotels in the Greater Los Angeles area. Citiguard, Inc. has over 4,000 trained guards employed and can provide bi-lingual guards and replacement guards on short notice, if needed. What also sets Citiguard, Inc apart from the other proposers is their experience with the mental health population we serve. They also provide extensive training including CPR/First Aid training and mental health classes through the Department of Justice (DOJ).

The following is a list of more training Citiguard, Inc provides to their employees:

- Antiterrorism techniques
- Becoming a good listener as a public minded officer
- Being a credible witness in court of law
- Chemical Facility Anti-Terrorism Standard
- Crowd control
- Emergency evacuation techniques
- Workplace safety instructions
- Occupational Safety and Health Administration
- Personal hygiene
- Proper report writing techniques
- Public relations
- Sexual harassment training
- Specific training and usage of verbal de-escalation techniques

They will provide selection screening of all guards so that our Directors/Managers and Facilities Department can select the guard that meets the specific needs of their assigned sites. Citiguard, Inc security guards do utilize body cameras, as noted in their RFP, however TCMHA will not be authorizing this service.

Citiguard, Inc was the lowest responsible bidder, provides the scope of work needed for this RFP, and have excellent references providing specialty security guards long term security services for several companies.

Under the Agreement, Citigard, Inc will be responsible to provide unarmed, and uniformed security guard services at four (4) TCMHA locations. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening (temperature checks) during the COVID pandemic, securing and protecting TCMHA properties and the safety of TCMHA visitors, clients and staff for TCMHC properties listed below. A more extensive outline of general duties can be found under Attachment A: Scope of Services of the RFP (Attachment C).

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. 567 Awarding a Three-Year Agreement to Citiguard for Security Guard Services beginning January 1, 2021, in the Amount of \$1,430,244.00, with an Option to Extend Two Additional Years; and Authorizing the Executive Director to Execute the Agreement  
December 16, 2020  
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Tri-City properties:

- 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
- 1900 Royalty Drive, Pomona, CA 91767 – Child and Family Outpatient

The current Fiscal Year 2020-2021 budget includes approximately \$500 thousand in security expenses. The recommended vendor's proposed costs would result in an approximate budgetary savings of 5.5% annually and over the life of the contract.

Fiscal Impact:

The fiscal impact for Fiscal Year 2020-2021 is \$ 238,374.00, the total for the three-year agreement is \$1,430,244.00; and the total for the five-year agreement is \$2,383,740.00. Funding will come from a combination of Realignment and MHSA funding.

Recommendation:

Staff recommends that the Governing Board award the Agreement for Security Guard Services to Citiguard, Inc. and adopt Resolution No. 567 authorizing the Executive Director to execute a Three-Year Agreement with Citiguard, Inc. beginning January 1, 2021, in the amount of \$1,430,244.00, with an option to extend two additional years, totaling \$2,383,740.00 for five years.

Attachments

- Attachment 8-A:* Resolution No. 567-DRAFT  
*Attachment 8-B:* Proposed Agreement with Citiguard, Inc.  
*Attachment 8-C:* RFP for Security Guard Services – Issued 11/05/2020  
*Attachment 8-D:* Bid Opening Results – 11/30/2020

**RESOLUTION NO. 567**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH CITIGUARD, INC. FOR SECURITY GUARD SERVICES BEGINNING JANUARY 1, 2021, IN THE AMOUNT OF \$1,430,244.00, WITH AN OPTION TO EXTEND AN ADDITIONAL TWO YEARS**

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to provide security guard services for its three properties located at 2008 N. Garey Avenue in Pomona, 2001 N. Garey Avenue in Pomona, and 1403 N. Garey Avenue in Pomona; and to its rental property located at 1900 Royalty Drive in Pomona.

B. A Request for Proposals (RFP) for Security Guard Services was issued on November 5, 2020.

C. An Ad Hoc Committee was formed to review and evaluate the Proposals received; accordingly, it recommends awarding the contract for security guard services to Citiguard, Inc. for three years beginning on January 1, 2021, in the amount of \$1,430,244.00; with an option of a two-year extension in the amount of \$953,496.00, for a total value of \$2,383,740.00 for five years.

**2. Action**

The Governing Board awards the Agreement for Security Guard Services to Citiguard, Inc. and authorizes the Executive Director to enter into, and execute, a Three-Year Agreement with Citiguard, Inc. beginning on January 1, 2021, in the amount of \$1,430,244.00; with an option to extend two additional years, for a total value of \$2,383,740.00 for five years.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 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: \_\_\_\_\_





**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**CITIGUARD, INC.**

**DATED**

**JANUARY 1, 2021**

**ATTACHMENT 8-B**

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# AGREEMENT

## 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of January 1, 2021 by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “TCMHA” or “Tri-City”) and CITIGUARD, INC. a California S Corporation, with its principal place of business at 22736 Vanowen Street #300, West Hills, CA 91307 (hereinafter "Contractor"). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

## 2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

## 3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Security Guard Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

## 4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which security guard services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the security guard services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

In addition, Contractor shall provide security guard services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are

specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

## 5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City or Designee.

## 6. TIME AND LOCATION OF WORK

Contractor shall perform security guard services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

## 7. TERMS

The services and/or materials furnished under this Agreement shall commence January 1, 2021 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on December 31, 2023, with an option to extend for two additional years through December 31, 2025; unless terminated in accordance with the provisions of Section 8 below.

## 8. TERMINATION

This Agreement may be terminated only as follows:

**a.** Written Notice. Either party may terminate this Agreement at any time, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records, equipment and/or work performed.

**b.** Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by a Tri-City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the contract.

**c.** Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Security Guard Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

**d. Non-payment.** Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

**e. Effect of Termination.** No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver to Tri-City all written work, keys, and any equipment provided by Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

## **9. COMPENSATION**

For the full performance of this Agreement:

**a.** The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

**b.** Tri-City shall pay Contractor an amount not to exceed as stated in 'Exhibit B'.

**c.** Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

**d.** Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

## **10. LICENSES.**

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this agreement.

## **11. PROPRIETARY INFORMATION.**

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City.

The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

## 12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

## 13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

## 14. GENERAL TERMS AND CONDITIONS

**a. Indemnity.** Contractor agrees to indemnify, defend and hold harmless Tri-City, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff, from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff, from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement. Contractor shall require and verify all subcontractors, if subcontracting was approved by Tri-City, maintain insurance subject to all of the requirements stated therein.

**b. Insurance.** Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

**i. Workers Compensation Insurance:** Minimum statutory limits.

**ii. Automobile Insurance:** \$1,000,000.00 per occurrence.

**iii. 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.

**iv. Notice Of Cancellation:** Tri-City requires ten (10) days written notice of cancellation.

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

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

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

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

**d. Changes to the Agreement.** This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

**e. Contractor Attestation.** Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

## 15. REPRESENTATIVE AND NOTICE

**a. Tri-City's Representative.** Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

**b. Contractor's Representative.** Contractor warrants that is Principal Officer, the individual who has signed the Agreement ("Contractor's Representative"), has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

**c. Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Tri-City:

Tri-City Mental Health Authority  
1717 N. Indian Hill Boulevard #B  
Claremont, CA 91711-2788  
Attn: Executive Director

If to Contractor:

Citiguard, Inc.  
22736 Vanowen Street #300  
West Hills, CA 91307  
Attn: Principal Officer

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## 16. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated November 30, 2020

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## 17. GOVERNING LAW, JURISDICTION AND VENUE

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



**18. ENTIRE AGREEMENT**

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

**19. EXECUTION.**

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

**TRI-CITY MENTAL HEALTH AUTHORITY      CITIGUARD, INC., Contractor**

By: \_\_\_\_\_  
Antonette Navarro, Executive Director

By: \_\_\_\_\_  
Sami Ullah, Principal Officer

Attest:

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

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

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel

# EXHIBIT A

## SCOPE OF SERVICE

The following are conditions and specifications covering security guard services at the designated Tri-City Mental Health Authority (“TCMHA”) locations. This contract is based on hourly rates and results will be deemed acceptable if they meet provide guard services according to outlined specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined to be necessary and advisable for TCMHA hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said services.

Contractor will provide non-sworn, unarmed, and uniformed security guard services at four (4) TCMHA locations. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening, as needed. A security guard’s role is to protect people and the property of TCMHA. Prevention is a security guard’s responsibility before an incident has occurred. As a hands-off facility, guards shall observe and report suspicious and/or unauthorized activity to the onsite Manager.

### A. SERVICE AREAS

LOCATION	TIME	POST
<b>2001 N. Garey Avenue</b>	8:30am to 5:00pm	Building & Parking Lot
<b>2008 N. Garey Avenue</b> 24/7 Coverage	7:00am to 3:00pm 3:00pm to 11:00pm 11:00pm to 7:00am 8:30am to 5:30pm 8:00am to 4:00pm	Building & Parking Lot Building & Parking Lot Building & Parking Lot Lobby Only TCG Garden
<b>1403 – 1407 N. Garey Avenue</b> 24hr Weekend Coverage Friday–Monday	8:30am to 5:30pm	Building & Parking Lot
<b>1900 Royalty Drive</b> Suites 160, 170, 180, 205, 280, and 290	8:00am to 6:00pm	All Tri-City Suites

### B. PERSONNEL

1. All security personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.

2. The assigned guards are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
3. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations without direct supervision.
4. Guards shall be assigned cell phones to quickly relay information to onsite Manager and/or emergency personnel. The use of cell phone should only be for work related issues.
5. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other Tri-City Mental Health employees.
  - a. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
6. Guards will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason. Unless it is an act of self-defense to protect staff, clients or oneself from harm.
7. Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
8. Guards shall alleviate and deter activity that is not conducive to productive and appropriate use of the area.
9. Guards must be able to communicate effectively in both written and oral English. Bilingual guards are preferred.
10. Guards shall be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.
11. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
12. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.
13. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour.
14. Tri-City Mental Health will not pay Contractor employees' overtime without prior written approval. All hourly rates quoted by contractor must include overtime assumptions, e.g.: 10-hour shifts or 50- hour work weeks.

### **C. PERFORMANCE DUTIES**

1. The Guards shall maintain a constant and visible presence in their assigned location.
2. Guards shall be responsible for arming and disarming assigned locations.
3. Guards shall be assigned to conduct entry screening for staff and visitors, as needed.
4. Guards shall conduct hourly rounds and surveillance in and around the premises utilizing the security guard scan check points installed at designated locations.

5. Guards shall observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the designated onsite Manager.
6. Guards shall be trained to recognize and respond to emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and crisis situations.
7. Guards shall report any individuals carrying weapons of any kind to on site Manager.
8. Guards shall be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.
9. Guards shall complete a Tri-City Incident Report on any security issues, including misbehaviors, accidents or incidents which may occur on the premises.
10. Guards shall escort visitors to any applicable suite in their respective sites as needed
11. Guards shall ensure all visitors have a visitor badge issued by Front Desk
12. Guards shall verify employee badges as needed, especially for individuals who are not familiar accessing buildings and suites
13. Guards shall play an active role in emergency drills
14. Guards shall periodically inspect all exits and verify that all exterior doors are closed and secured.
15. Guards shall make sure that staff are safe when walking to their car in the parking lot.
16. After business hours, guards shall conduct inspection of office and building door locks and verification that sensitive areas are secured.
17. Overnight Guard
  - a. Shall be clearly visible in the parking lot and near buildings
  - b. Routinely check outside and around buildings, including the garden using the scanner to confirm.
  - c. Observe and Report
    - Ask individuals to leave the premises and/or call Facilities Manager
  - d. Assist with any security alarms, real or false and respond appropriately to clear alarm.
  - e. For any incidents since last round, please complete an incident report. (i.e. theft, accidents, unusual activity, crime, dangerous situations, etc.)
  - f. Guards shall contact the police department in the event of observing or witnessing a potential problem
  - g. Guards shall contact the Facilities Manager immediately after contacting the police or fire department.

#### **D. TRAININGS**

1. Guards shall be trained in Mental Health First Aid to better understand symptoms and disorders that affect our clients and to proficiently deal with difficult and hostile situations. Tri-City Mental Health staff shall provide training.
2. All Guards shall receive site specific training before being assigned to any Tri City Mental Health facility. This includes the location of fire extinguishers and an overview of evacuation routes for their assigned location.

3. Contractor shall ensure that all Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation of fire extinguishers to fight incipient stage fires.
4. Contractor shall ensure that all Guard personnel are trained in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Guard shall be issued Personal Protective Equipment by Tri-City Mental Health as required by OSHA (29 CFR 1930.134)

## **E. EQUIPMENT**

1. Keys, FOBs and Wands
  - a. Any keys issued to security personnel must be responsibly maintained and securely stored.
  - b. Keys are NOT to be reproduced or replicated under any circumstances.
  - c. Key FOBs are not to be shared between guards.
  - d. In the event a Tri-City Mental Health key or FOB is lost or misplaced, please contact the Facilities Manager.
  - e. Contractor shall reimburse Tri-City for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$10,000 incurred from lost keys.
  - f. Security wands shall be used on designated scan checkpoints throughout each location.
2. Company Cell Phone
  - a. Guards shall be assigned a company cell phone to be used during their shift.
  - b. All contact information shall be programmed on each phone.
  - c. The use of company cell phones should only be for TCMHA work related issues
  - d. Company cell phones are:
    - Not to be taken home
    - To be charged overnight for the next shift OR handed to the overnight guard, if applicable.

**EXHIBIT B**

**CONTRACTOR'S PROPOSAL**

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT B**

**RFP COVER PAGE**

<b>Name of Person, Business or Organization:</b>	Citiguard
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	S-Corporation
<b>Federal Tax ID Number:</b>	90-1003623
<b>Contact Person – Name</b>	Taylor Noblett
<b>Contact Person – Address</b>	22736 Vanowen St. #300, West Hills, CA 91307
<b>Contact Person – Phone Number (s)</b>	1 (747) 999-0459
<b>Contact Person – e-mail address</b>	taylor@citiguardinc.com

By signing this *RFP Cover Page* I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

**Sami Ullah, Principal Officer**



11/30/2020

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**DATE**

11/30/2020

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT C**

**PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS**

Company Name: Citiguard	Address: 22736 Vanowen St. #300, West Hills, CA 91307
Owner, Principal Officer: Sami Ullah	Headquarters Location/Date of Establishment: West Hills / May 2007
Email: sami@citiguardinc.com	Website: www.citiguardinc.com
Phone: (800) 613-5903	Fax: (877) 765-0955

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

Private Patrol Operator License: PPO15728  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever operated this business under a different name? Yes \_\_\_\_\_ No X

If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101

November 30, 2020

Alex Ramirez

Facilities Manager

TriCity Mental Health Authority



Dear Mr. Ramirez and TriCity MHA,

Thank you for inviting Citiguard Inc. to participate in your security services proposal process. We are excited to work with Tri-City. Our integration in the Tri-City area, mental health training, and experience in providing unarmed security for the medical community give Citiguard the advantage for a smooth and immediate transition. Citiguard also prides itself on the ability to provide properly trained guards in a short amount of time and was able to supply more than 800 guards within a two-week period for Project Roomkey – LAHSA. We currently have 265 unarmed guards working in the Inland Empire Area.

Citiguard began providing unarmed security for hospitals in 2007 and train all guards through mental health classes provided by the United States Department of Justice (<https://bja.ojp.gov/program/pmhc/training#course>). Due to the sensitive nature of mental health patients we implement a strict hands-off policy with each guard provided to ensure the safety of each patient. We train all guards through de-escalation and customer service training to avoid conflict and properly protect all employees and patients. Citiguard would like to include a body camera for each of our guards to confirm there are no discrepancies in all interactions. This would be provided at no extra cost.

Citiguard understands the need to provide unarmed trained guards in protection of Tri-City MHA and its patients. The guards will utilize the Detex system to create an activity report in accordance to Tri-City MHA specification and have been trained in this process. Each guard will maintain the strict hands-off policy expected by TriCity MHA. All guards will always be uniformed and well-groomed to create a pleasant security experience for all staff and patients.

RFP For Security Guard Services

Attachment A, Page 1 of 4



**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**

**RFP NO. 2020-1101**

Citiguard would also like to provide an alternative to the Detex system through our computer management system CitiTrac. CitiTrac provides each guard with a phone to properly take multiple pictures of each specific point. This a program we would implement at no extra cost as well.

We are in a new era in which public safety and public relations co-exist to serve the community, and where robust, progressive security guard services and security strategies for the 21st century reduce risks and protect the bottom line. Our security officers are the foundation to a successful program. We strive to ensure our employees become part of the fabric of your security community. Beyond our focus on the specialized training and services conducted by our team, we place an emphasis on providing our security officers with professional growth and career opportunities.

This is an irrevocable offer for 90 days from the closing date of November 30<sup>th</sup>, 2020. We look forward to establishing a strong partnership with Tri-City Mental Health Authority. We thank you again for your time and consideration.

Sincerely,

Taylor Noblett  
Client Relations Manager  
Citiguard Inc.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

**Project Manager and Core Team:**

**Background information on Account Manager Sami Ullah:**

Sami Ullah has been employed by Citiguard since the business was established in 2007 and began working in the field as a security officer at the age of 19. While employed by Citiguard, Mr. Ullah differentiated himself with a continuous work ethic, ambitious demeanor, and willingness to learn. Clients continuously requested Mr. Ullah as their designated security officer because they loved his attention to detail and commitment to providing constant communication. During his eight months of as a security officer with Citiguard, Sami showed potential to Citiguard's management team and worked his way up to field supervisor. He continued to impress and was awarded employee of the month five consecutive times. With twelve months of exceptional experience, Citiguard's owner promoted Mr. Ullah to Security Consultant. He continued to maintain the same work ethic, he always surpassed client expectations leading to his ability to retain clients and the acquisition of a larger portfolio of satisfied clientele. Due to Sami's success, he was immediately promoted in 2013 and is one of the leading assets in the consulting team. Presently, Mr. Ullah specializes in handling Citiguard's prominent accounts with emphasis on state and county funded projects.

**Sami Ullah's Role with the RFP:**

Sami will be an Account Manager for this RFP and is accountable for day-to-day operations of this assigned account, including hiring, training, disciplining, and terminating staff. Sami will build, improve and maintain relationships with clientele, develop and retain staff, coordinate needed support services, and solve problems to effectively run the account. Mr. Ullah's goal is to meet or exceed financial and operational goals and provide quality customer service. Mr. Ullah will oversee maintenance of each weekly operating schedules and subsequent completion of payroll for the assigned security personnel. Sami Ullah will be available after hours in case any of operational emergencies or discrepancies.

**Sami Ullah's Educational Background:**

Sami Ullah attended University of California Los Angeles and in 2011 graduated with a bachelor's degree in Business Management. Sami continues to participate in senior operational and business development training which includes Leadership Essentials, Coaching, Delegating, Process Improvement and Crisis Management courses.

**Sami Ullah's Related Work Experience:**

In 2014 Sami was assigned to be an account manager for his first large scale project for providing onsite security services for Ontario International Airport located in Ontario, CA. As of most recently, Sami Ullah has been appointed to manage Los Angeles Homeless Services Authority (LAHSA) Project Roomkey. Sami presently continue to do an exceptional job managing security for 34 Project Roomkey hotels. Due to this exceptional handling, Citiguard is acquiring a larger scale of work with for (LAHSA) security services when needed.

**Sami Ullah's Direct Contact Information:**

**Work Address:**

Citiguard Inc.  
22736 Vanowen St, Suite 300  
West Hills, CA 91307

RFP For Security Guard Services

Attachment A, Page 3 of 4

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

**Office Line:**  
(800) 613-5903

**Direct Line:**  
(310) 877-0989

**Email:** [Sami@Citiguardinc.com](mailto:Sami@Citiguardinc.com)

**Background Information on Regional Manager Steven Barragan:**

Steven Barragan started working at Citiguard in 2015 and began as an account manager. Mr. Barragan began working in the security industry in 2010 as a security guard based in Los Angeles. During that time, Mr. Barragan studied the detailed communication required between account manager and the property managers in order to maintain a profitable relationship. Citiguard recruited Mr. Barragan at the beginning of 2015. Under the direction of Sami Ullah, Mr. Barragan managed more than 50 properties within his first year. With yearly growth in properties both managed and contracts maintained, Steven was promoted to regional manager in the beginning of 2019.

**Steven Barragan's Role with this RFP:**

Steven will be a Regional Manager for this RFP. Mr. Barragan is currently assigned to managing all of Southern California. Mr. Barragan will keep in constant communication with Citiguard Account Managers in order to ensure security excellence is maintained. Steven will oversee operations for this account including hiring, training, disciplining, and termination of staff. Mr. Barragan will also work with Scheduling Managers to assess and reassign any unexpected discrepancies in the schedule.

**Steven Barragan's Educational Background:**

Steven Barragan attended California State Fullerton and in 2009 graduated with a bachelor's degree in business administration. Steven participates in yearly corporate training seminars and administration training.

**Steven Barragan's Related Work Experience:**

In 2019, Steven was promoted to Regional Manager beginning in Los Angeles and currently manages all of Southern California. His first large project management was with Eatly located in the Westfield Century City in 2016. He continued to prove excellence in managing Chesterfield Square located in Los Angeles, CA in early 2018. As of recently, Steven has been appointed to manage large scale marketplaces and properties throughout Southern California.

**Steven Barragan's Direct Contact Info:**

**Work Address:**  
Citiguard Inc.  
2372 Morse Ave #430  
Irvine, CA 91326

**Office Line:**  
(949) 371-6003

**Direct Line:**  
(323) 853-3332

**Email:** [Steven@Citiguardinc.com](mailto:Steven@Citiguardinc.com)

RFP For Security Guard Services

Attachment A, Page 4 of 4



**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

**Background Information on Quality Assurance Director Bashir Oriakhil:**

Bahir Oriakhil began working with Citiguard at the beginning of 2016. Mr. Oriakhil worked as a Quality Assurance manager with multiple security providers since 2010. Mr. Oriakhil stood out with his experience and attention to detail. Mr. Oriakhil showed a dedication to learning every detail in his line of work and in 2018 he was promoted to Quality Assurance Director. Bashir maintains direct contact with each Quality Assurance Manager in the State of California and assesses each project site to maximize the quality of Citiguard's service.

**Bashir Oriakhil's Role with this RFP:**

Bashir Oriakhil will be Quality Assurance Director for this RFP and is accountable for the supervision of Quality Assurance Managers in the State of California. Mr. Oriakhil directly oversees Field Trainers, Field Supervisors, and Dispatchers. Mr. Oriakhil confirms the training is updated yearly and works with the Field Trainers to find the best applicable security programs. Bashir keeps in contact with Field Supervisors and Dispatchers to confirm scheduling is accurate and each guard is properly familiarized with the property.

**Bashir Oriakhil's Educational Background:**

Bashir Oriakhil has a military background and worked with the United States Defense in Afghanistan. He went to the University of Kabul and received his bachelor's in arts. Upon returning to the United States, Bashir avidly takes yearly quality assurance courses and seminars.

**Bashir Oriakhil's Direct Contact Information:**

**Work Address:**

Citiguard Inc.  
22736 Vanowen St, Suite 300  
West Hills, CA 91307

**Office Line:**

(800) 613-5903

**Direct Line:**

(323) 980-6729

**Email:** [bashir@Citiguardinc.com](mailto:bashir@Citiguardinc.com)

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: Gardena Memorial Hospital Contact Name: Steve Stephens  
Contact e-mail: sstevens@avanti-hospitals.com Contact Phone: (909)-270-9663  
Scope of Work: Unarmed Security  
Agreement Amount: 13,000,000.00 Agreement Start/End Date: 03/2020-Present
  
2. Company Name: LAHSA – Project Roomkey Contact Name: Jaquel Porter  
Contact e-mail: JaquelPorter@dpss.lacounty.gov Contact Phone: (310) 850-2924  
Scope of Work: Unarmed Security / COVID-19 Safety Protocol  
Agreement Amount: 2,700,000.00 Agreement Start/End Date: 01/2020-Present
  
3. Company Name: Primestor Development Inc Contact Name: Marie Galindo  
Contact e-mail: MGalindo@primestor.com Contact Phone: (310) 729-5349  
Scope of Work: Unarmed Security  
Agreement Amount: 3,200,000.00 Agreement Start/End Date: 02/2014-Present

Subcontractors to be utilized, if applicable:

- |                            |                               |
|----------------------------|-------------------------------|
| Company Name: <u>N/A</u>   | Contact Name: <u>N/A</u>      |
| Contact e-mail: <u>N/A</u> | Contact Phone: <u>N/A</u>     |
| Specialty: <u>N/A</u>      | Years in Business: <u>N/A</u> |
| Scope of Work: <u>N/A</u>  |                               |
|                            |                               |
| Company Name: <u>N/A</u>   | Contact Name: <u>N/A</u>      |
| Contact e-mail: <u>N/A</u> | Contact Phone: <u>N/A</u>     |
| Specialty: <u>N/A</u>      | Years in Business: <u>N/A</u> |
| Scope of Work: <u>N/A</u>  |                               |

**On Going Legal Proceedings:** Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

**ATTACHMENT D**

**PROPOSER COMPANY WORK PROCESS INFORMATION**

As part of proposal, Proposers are required to respond to the following questions:

- 1) Describe your experience and expertise in providing unsworn, unarmed, uniformed security services in a professional office environment: As a premier security services provider in the public and private sector, Citiguard was elected to provide Security Guard Services to Project Room key in Los Angeles. Citiguard is contracted with Los Angeles Homeless Shelter Authority (LAHSA) by providing security services for 34 hotels/motels in the Greater Los Angeles area. Due to Citiguard's extensive recruiting network, we were able to staff 820 security officers within a timeframe of 14 days. Citiguard is the sole security provider to Project Room key Los Angeles and was contracted on April 2, 2020; LAHSA is very complementary with our security services and is adding more hotels as to meet their required housing of 15,000 vulnerable individuals. Citiguard is the perfect fitment for Orange County Transportation Authority due to our vast experience dealing with at risk participants residing at the current Los Angeles. Reality is that hotel security guard services is our second nature at hand and all our supervisors and senior management team members know how to assess security needs for social services hotels and its respective participants. Citiguard has a specialty in ramping up security guard personnel needs as showcased at the LAHSA Project Room key. Citiguard has more than 4,000 fully trained guards employed; and with our large quantity of licensed security officers we have a fast turnaround time and we can provide any number of security officers at short notice.
  
- 2) Describe your policy and process for supervising and managing personnel: As a primary tool of the supervision process, inspections help us meet our contracted obligations. Citiguard inspects security services at client sites on a routine and random basis. Inspections offer the opportunity for management to work with security professionals, providing hands-on training, mentoring and supervisory support. Security professionals demonstrate proficiency at their duties under close, expert observation. Ongoing inspections ensure security professionals consistently meet your expectations. Inspections provide positive reinforcement, solicit feedback, and promote communications among supervisors and field personnel. Inspections allow us to identify any areas that need improvement or perhaps suggest changes in post orders that will result in better service.
  
- 3) Describe your method for handling customer complaints/problems: We utilize body cameras on all Citiguard guards at no extra cost to ensure each escalated interaction is properly recorded to avoid discrepancies in the situation. If there is a customer complaint one of our post supervisors who are monitoring the properties will handle all complaints and will conduct an investigation. Our investigation will take both accounts and utilize all facts to remove a guard if deemed improper safeguarding. The post supervisor will speak with the customer to resolve all issues and guarantee Citiguard's quality assurance is maintained. We utilize a formal Client Action Plan for all issues that could arise at your account, which documents your concerns and assigns a due date and responsible party to correct the situation. Once the issue is addressed and properly handled, we ask that you sign the Client Action Plan Form to acknowledge that those concerns were addressed successfully.

[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

4) Quality Assurance Procedures:

- Attach one copy of the Quality Assurance Report used, if any.

5) Do you provide CPR/First Aid Training to all guards?      Yes     No

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certificate to this Attachment D:

Security Guard Names:

\_\_\_\_\_

Samuel L. Williams Jr.

\_\_\_\_\_

Brian Bennet

\_\_\_\_\_

Francisco Franco

\_\_\_\_\_

\_\_\_\_\_

- 6) Describe your process and policy for replacing personnel (e.g., personnel exhibits excessive absenteeism, tardiness, personality conflicts, or other personnel relations issues): We implement a strict hiring process and each guard will be immediately removed from the post if there is not a call made at a minimum of four hours before the scheduled shift. In the case of a guard not showing up to their scheduled post, a call will be made to the post supervisor who will take over the scheduled shift within 30 minutes and a replacement guard will be on the site within 2 hours.

- 7) Describe your plan to ensure all posts are staffed within **one hour** of a post-vacancy for any reasons: Post supervisors will be based in the Tri-City area and will conduct regular quality assurance checks to ensure Citiguard's quality. The post supervisors will be at most 30 minutes away from all facilities during the scheduled shift. The post supervisor will take over the shift until a replacement arrives. Citiguard has 240 working guards in the Tri-City area. We will have a properly trained staff guard or post supervisor ready at all times to confirm all four mental health properties is sufficiently staffed.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT E**

**EXCEPTION(S) TO SPECIFICATIONS AND/OR  
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements
- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

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- We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.
- We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT F**

**PROPOSER PRICE PROPOSAL**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Proposers are to list hourly rates for each location for on-site supervisors and guard personnel listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The hourly rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security guard services (Section 1771, 8 Cal Regs §16000).

<b>Schedule of Coverage</b>		<b>Location: 1403 – 1407 N. Garey Avenue</b>						
<b>One (1) Daily Guard + Rotating Guard 24hr Weekend Coverage</b>	<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>		
						<b>Year 4</b>	<b>Year 5</b>	
Monday through Friday	8:30am to 5:30pm	\$20.50	\$44,280	\$44,280	\$44,280	\$132,840	\$44,280	\$44,280
Friday – Saturday	5:30pm to 1:30am	\$20.50	\$15,744	\$15,744	\$15,744	\$47,232	\$15,744	\$15,744
Saturday	1:30am to 9:30am	\$20.50	\$7,872	\$7,872	\$7,872	\$23,616	\$7,872	\$7,872
Saturday	9:30am to 5:30pm	\$20.50	\$7,872	\$7,872	\$7,872	\$23,616	\$7,872	\$7,872
Saturday – Sunday	5:30pm to 1:30am	\$20.50	\$15,744	\$15,744	\$15,744	\$47,232	\$15,744	\$15,744
Sunday	1:30am to 9:30am	\$20.50	\$7,872	\$7,872	\$7,872	\$23,616	\$7,872	\$7,872
Sunday	9:30am to 5:30pm	\$20.50	\$7,872	\$7,872	\$7,872	\$23,616	\$7,872	\$7,872
Sunday – Monday	5:30pm to 1:30am	\$20.50	\$15,744	\$15,744	\$15,744	\$47,232	\$15,744	\$15,744
Monday	1:30am to 8:30am	\$20.50	\$6,888	\$6,888	\$6,888	\$20,664	\$6,888	\$6,888


<b>Schedule of Coverage</b>		<b>Location: 2001 N. Garey Avenue</b>						
<b>One (1) Guard Coverage</b>	<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>		
						<b>Year 4</b>	<b>Year 5</b>	
Monday through Friday	8:30am to 5:00pm	\$20.50	\$41,820	\$41,820	\$41,820	\$125,460	\$41,820	\$41,820

[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

<b>Schedule of Coverage</b>		<b>Location: 2008 N. Garey Avenue</b>						
<b>Five (5) Guards Providing 24/7 Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Continuous	7:00am to 3:00pm	\$20.50	\$59,040	\$59,040	\$59,040	\$177,120	\$59,040	\$59,040
Continuous	3:00pm to 11:00pm	\$20.50	\$59,040	\$59,040	\$59,040	\$177,120	\$59,040	\$59,040
Continuous	11:00pm to 7:00am	\$20.50	\$59,040	\$59,040	\$59,040	\$177,120	\$59,040	\$59,040
Monday through Friday	8:30am to 5:30pm	\$20.50	\$39,360	\$39,360	\$39,360	\$118,080	\$39,360	\$39,360
Monday through Friday	8:00am to 4:00pm	\$20.50	\$39,360	\$39,360	\$39,360	\$118,080	\$39,360	\$39,360

<b>Schedule of Coverage</b>		<b>Location: 1900 Royalty Drive</b>						
<b>One (1) Guard Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Monday through Friday	8:00am to 6:00pm	\$20.50	\$49,200	\$49,200	\$49,200	\$147,600	\$49,200	\$49,200

  
 \_\_\_\_\_  
 Authorized Representative Signature

11/30/2020  
 \_\_\_\_\_  
 Date

**EXHIBIT C**



**CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

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

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

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

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

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

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

---

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

Antonette Navarro, Executive Director

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Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
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DISTRIBUTION:

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COPIES:           HR Representative  
                      Contractor  
                      Finance



**Administration Office  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711**

**REQUEST FOR PROPOSALS**  
**FOR**  
**SECURITY GUARD SERVICES**  
**[UNIFORMED, NON-SWORN, UNARMED)**

**November 5, 2020**

**ATTACHMENT 8-C**



## **CONTACT**

Alex Ramirez, Facilities Manager

Phone: (909) 973-3555

E-mail: aramirez@tricitymhs.org

## **SUMMARY OF PROPOSAL PACKET**

- RFP Cover Page
- Proposer's Company Information, References and Subcontractors
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
- RFP Exceptions
- Proposer Price Proposal
- On or before November 30, 2020, 4:00PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org)  
OR Hard Copy sealed and delivered via mail or overnight to:

Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd, Suite B  
Claremont, CA 91711  
Attn: JPA Administrator/Clerk  
"SEALED PROPOSAL FOR SECURITY GUARD SERVICES"

Hand delivery is permitted only under the conditions specified in section V.B.

- The full RFP may be downloaded from TCMHA's website at [www.tricitymhs.org](http://www.tricitymhs.org)
- All proposals must be signed by a duly authorized representative of the agency.
- All unsigned or late proposals will be rejected.
- Faxed proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated.
- A recommendation to award contract tentatively will be presented to the Governing Board at its December 16, 2020 meeting.
- TCMHA reserves the right to make no award of contract.
- We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

**I. INTRODUCTION**

Tri-City Mental Health Authority (TCMHA) is requesting proposals from security companies to provide non-sworn, unarmed, and uniformed security guard services for four (4) Tri-City Mental Health Authority locations for three years beginning December 17, 2020 and ending December 31, 2023, with an option to extend for two additional years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2020-1101, and must be received by TCMHA as indicated in the **Proposal Requirements**.

**II. AGENCY PROFILE**

**A. Tri-City Mental Health Authority (“TCMHA”)**

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board (“Board) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public Agency serving the diverse communities of Pomona, Claremont, and La Verne through its five facilities, over 200 employees, and outpatient services. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

**B. The Three Cities: Pomona, Claremont, and La Verne**

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the city's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

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The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport and fine public and private schools.

### **III. SCOPE OF WORK**

Security guard services include being responsible for all phases of building protection, including but not limited to: guarding the premises, garden, lobby, parking lots and vehicles against trespassing, vandalism, sabotage, fire, theft and destruction; to avert disorderly conduct and to summon assigned law enforcement authorities when necessary; to exercise good judgement and discretion in dealing with staff and the public in a polite manner; to attend meetings/trainings as directed by Tri City Mental Health Authority in connection in providing the services required; and to be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.

Security guard services also require to immediately verbally report any damage, safety or fire hazards to supervisor, followed by a written report to the designated Management representative at the end of the work shift. Security guard services do not require to physically apprehend, subdue, or restrain any member of the public for any reason. Security guard services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767

Typical security guard services shall include, but not be limited to the tasks listed in *Attachment A*. The scope and/or times of security guard services will vary according to need at each TCMHA site and events.

### **IV. RFP AND TIMELINE**

#### **A. RFP Schedule**

- Request for Proposal (RFP) Issued: **November 5, 2020**
- Mandatory Pre-Proposal Meeting/Site Visit: **November 16, 2020**
- Written Questions Deadline: **November 20, 2020**
- Response to Written Questions/RFP Addendum Posted: **November 25, 2020**



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- **Proposals Deadline: November 30, 2020, 4:00 PM PST**
- **Interviews: December 7, 2020, time TBD**
- **Anticipated Award of Contract: December 16, 2020**
- **Anticipated Commencement of work: December 17, 2020**

**B. Explanation of Timeline**

1. RFP Issued. The Request for Proposal Documents may be obtained from TCMHA's website at [www.tricitymhs.org](http://www.tricitymhs.org). The TCMHA will not be responsible for the completeness or accuracy of Request for Proposal Documents retrieved from any other source than directly from TCMHA.

2. Voluntary Pre-Proposal Meeting/Site Visit. TCMHA is scheduling a voluntary pre-proposal meeting/site visit to give the opportunity to visit the facilities and discuss the requested security guard services. Failure to inspect the sites will in no way relieve the successful contractor from performing any labor necessary for the satisfactory completion of the work. The site visit will be on November 16, 2020 and will begin at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on three hours for walk-through as we will be traveling to four locations. Transportation will not be provided by TCMHA and is the responsibility of the Proposer. Due to COVID-19 protocols and safety measures, all proposers shall wear a facemask during the walkthrough and physical distancing shall be maintained to the best of our ability.

3. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 5:00 PM PST November 20, 2020 (see **RFP Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

4. Response to Written Questions/RFP Addendum Posted. Any material change to the RFP will be listed on an Addendum to the RFP and posted at [www.tricitymhs.org](http://www.tricitymhs.org) by November 25, 2020. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. The Agency reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

5. Proposal Deadline. Proposals must be received no later than the deadline specified in RFP and Proposal Timeline.

6. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which proposal(s) to move forward.

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7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held either on-site or via electrical format (Ring Central, Zoom)

8. Anticipated Award of Contract. A formal written notice of intent to award letter will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

**V. PROPOSAL REQUIREMENTS**

**A. TCMHA Contact During Proposal Process**

During the proposal process, TCMHA contact shall be Alex Ramirez, Facilities Manager, e-mail: [aramirez@tricitymhs.org](mailto:aramirez@tricitymhs.org).

**B. Time and Manner of Submission**

A fully executed Proposal shall be scanned and emailed to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org) no later than **4:00 p.m., Pacific Time, on November 30, 2020**. Proposals may also be submitted in hard-copy form via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA Mental Health Authority's Administration Office no later than 4:00 p.m., Pacific Time, on **November 30, 2020**. Received proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered on **Mondays only between the hours of 8:00 AM and 4:00 PM (Pacific)**, excluding TCMHA holidays. Proposals must be in a sealed envelope, and be marked and addressed as follows:

**Tri-City Mental Health Authority**  
**1717 N. Indian Hill Blvd, Suite B**  
**Claremont, CA 91711**  
**Attn: JPA Administrator/Clerk**  
**"SEALED PROPOSAL FOR SECURITY GUARD SERVICES"**

**C. Proposal Format**

It is TCMHA's request that the proposals be brief and succinct. Information listed 1-8 below, including Appendices B-F, to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered incomplete; and thus, non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page – (*Attachment B*)
2. Proposer's Company Information, References and Subcontractors (*Attachment C*)

3. Transmittal Letter. The letter signed by the authorized Proposer representative should provide an executive summary that briefly states the Proposer's interest in the services, the understanding of the work to be done, the commitment to perform the work, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.

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4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.

5. Proposer's Company Work Process Information (Attachment D). List former clients for whom similar or comparable services have been performed. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.

6. RFP Exceptions (Attachment E). Provide properly completed Exception(s) To Specifications/Sample Services Agreement (*Attachment G*). If Proposer has no exceptions, then Proposer must check the box, where indicated.

7. Proposer Price Proposal (Attachment F). The services shall include a performance and cost schedule for to provide the requested security guard services. The proposal should include a separate all-inclusive cost for each of the three years of the contract based on the scope of services outlined in the proposal. The proposal should include, a total proposed "not to exceed" costs of the services, including hourly rates for services. Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

8. Copy of Business License and/or Certifications. A copy of the Business License will be required after the award of contract.

## **VI. AWARD AND AGREEMENT EXECUTION**

### **A. Proposal Opening**

Due to COVID-19, there will be no public opening of submittal proposals. After the evaluation process is concluded and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all proposers.

### **B. Proposal Evaluation**

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The agency should provide an affirmative statement that it is independent of TCMHA and that the services performed are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA. The Proposals will be reviewed by a selection committee and evaluated based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Project/Service approach including scheduling
5. Cost Proposal

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**C. Proposal Rejection**

TCMHA reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the agencies submitting proposals, supplementary information as may be necessary for TCMHA staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of TCMHA. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

**D. Subcontracting**

If subcontracting is contemplated, this should be discussed in your proposal. No additional subcontracting will be allowed without the express prior written consent of the TCMHA.

**E. Withdrawal or Modification of Proposals**

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Proposal due date (Closing Date).

**F. Agreement Period**

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected agency), the concurrence of the Governing Board, and the annual availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

**G. Award of a Contract**

A contract may be awarded to the successful Proposer for the Project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no Proposal or Agreement shall be considered binding upon TCMHA until the execution of the Agreement by TCMHA and all conditions of the Agreement and/or RFP have been met.

**H. Execution of Agreement**

By submitting a Response, the Proposers agree to be bound to and execute an Independent Contractor Agreement (**Attachment G**) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the

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Agreement for TCMHA's consideration. None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with 30 days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within ten (10) calendar days after the Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

**I. Indemnity and Insurance Requirements**

The awarded Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (*Attachment G*). If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In addition, Contractor shall require and verify all subcontractors, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

**J. Agreement Extension and Price Adjustment Parameters**

TCMHA may extend the Agreement for two successive 12-month periods, under the same terms and conditions, with a CPI not to exceed five percent (5%) to the price adjustment. The Consumer Price Index (CPI) used will be for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term.

**VII. GENERAL PROVISIONS**

**A. Independent Contractor**

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

**B. Public Records - Notice Related to Proprietary/Confidential Data**

Proposer understands that the public shall have access, at all reasonable times, to all documents and information, subject to the California Public Records Act (Act), Government Code §§6250 et seq.; and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded). Proposers are advised that the Act provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public

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disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

**C. Conflict Of Interest**

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

**D. Nondiscrimination**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

**E. Debarred/Suspended Contractors**

The awarded Proposer shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract, as required in the Independent Contractor Agreement (*Attachment G*).

**F. Governing Law and Regulations**

The services will be performed in, construed by and interpreted according to the laws of the State of California. Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the proposals. TCMHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

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Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request or for developing and carrying out interview presentations. Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents, prints and any detailed drawings shall be the property of TCMHA once submitted. TCMHA is a Joint Powers Authority formed and existing under the laws of the State of California. The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable. The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is TCMHA's intent to choose only a small number of the most qualified agency to interview with TCMHA, TCMHA reserves the right to choose any number of qualified finalists.

**VIII. DEFINITIONS**

**A. Tri-City Mental Health Services Authority:** Tri-City Mental Health Authority (TCMHA) or its authorized representative.

**B. Request for Proposal Documents:** The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

**C. Proposer:** a person, corporation, partnership, or other entity who submits a proposal.

**D. Proposal Packet:** All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA.

**E. Closing Time:** The time and date deadline for submission of Proposal.

**F. Independent Contractor:** Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor".

**IX. ATTACHMENTS**

Attachment A: Scope of Services

Attachment B: RFP Cover Page

Attachment C: Proposer's Company Information, References and Subcontractors

Attachment D: Proposer's Company Work Process Information

Attachment E: RFP Exceptions

Attachment F: Proposer Price Proposal

Attachment G: Sample Agreement

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**ATTACHMENT A**

**SCOPE OF SERVICES**

The following are conditions and specifications covering security guard services at the designated Tri-City Mental Health Authority (“TCMHA”) locations. This contract is based on hourly rates and results will be deemed acceptable if they meet provide guard services according to outlined specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined to be necessary and advisable for TCMHA hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said services.

Contractor will provide non-sworn, unarmed, and uniformed security guard services at four (4) TCMHA locations. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening, as needed. A security guard’s role is to protect people and the property of TCMHA. Prevention is a security guard’s responsibility before an incident has occurred. As a hands-off facility, guards shall observe and report suspicious and/or unauthorized activity to the onsite Manager.

**A. SERVICE AREAS**

<b>LOCATION</b>	<b>TIME</b>	<b>POST</b>
<b>2001 N. Garey Avenue</b>	8:30am to 5:00pm	Building & Parking Lot
<b>2008 N. Garey Avenue</b> 24/7 Coverage	7:00am to 3:00pm 3:00pm to 11:00pm 11:00pm to 7:00am 8:30am to 5:30pm 8:00am to 4:00pm	Building & Parking Lot Building & Parking Lot Building & Parking Lot Lobby Only TCG Garden
<b>1403 – 1407 N. Garey Avenue</b> 24hr Weekend Coverage Friday–Monday	8:30am to 5:30pm	Building & Parking Lot
<b>1900 Royalty Drive</b> Suites 160, 170, 180, 205, 280, and 290	8:00am to 6:00pm	All Tri-City Suites

**B. PERSONNEL**

1. All security personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.



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2. The assigned guards are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
3. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations without direct supervision.
4. Guards shall be assigned cell phones to quickly relay information to onsite Manager and/or emergency personnel. The use of cell phone should only be for work related issues.
5. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other Tri-City Mental Health employees.
  - a. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
6. Guards will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason. Unless it is an act of self-defense to protect staff, clients or oneself from harm.
7. Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
8. Guards shall alleviate and deter activity that is not conducive to productive and appropriate use of the area.
9. Guards must be able to communicate effectively in both written and oral English. Bilingual guards are preferred.
10. Guards shall be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.
11. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
12. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.
13. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour.
14. Tri-City Mental Health will not pay Contractor employees' overtime without prior written approval. All hourly rates quoted by contractor must include overtime assumptions, e.g.: 10-hour shifts or 50- hour work weeks.

**C. PERFORMANCE DUTIES**

1. The Guards shall maintain a constant and visible presence in their assigned location.
2. Guards shall be responsible for arming and disarming assigned locations.
3. Guards shall be assigned to conduct entry screening for staff and visitors, as needed.
4. Guards shall conduct hourly rounds and surveillance in and around the premises utilizing the security guard scan check points installed at designated locations.

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5. Guards shall observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the designated onsite Manager.
6. Guards shall be trained to recognize and respond to emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and crisis situations.
7. Guards shall report any individuals carrying weapons of any kind to on site Manager.
8. Guards shall be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.
9. Guards shall complete a Tri-City Incident Report on any security issues, including misbehaviors, accidents or incidents which may occur on the premises.
10. Guards shall escort visitors to any applicable suite in their respective sites as needed
11. Guards shall ensure all visitors have a visitor badge issued by Front Desk
12. Guards shall verify employee badges as needed, especially for individuals who are not familiar accessing buildings and suites
13. Guards shall play an active role in emergency drills
14. Guards shall periodically inspect all exits and verify that all exterior doors are closed and secured.
15. Guards shall make sure that staff are safe when walking to their car in the parking lot.
16. After business hours, guards shall conduct inspection of office and building door locks and verification that sensitive areas are secured.
17. Overnight Guard
  - a. Shall be clearly visible in the parking lot and near buildings
  - b. Routinely check outside and around buildings, including the garden using the scanner to confirm.
  - c. Observe and Report
    - Ask individuals to leave the premises and/or call Facilities Manager
  - d. Assist with any security alarms, real or false and respond appropriately to clear alarm.
  - e. For any incidents since last round, please complete an incident report. (i.e. theft, accidents, unusual activity, crime, dangerous situations, etc.)
  - f. Guards shall contact the police department in the event of observing or witnessing a potential problem
  - g. Guards shall contact the Facilities Manager immediately after contacting the police or fire department.

**D. TRAININGS**

1. Guards shall be trained in Mental Health First Aid to better understand symptoms and disorders that affect our clients and to proficiently deal with difficult and hostile situations. Tri-City Mental Health staff shall provide training.
2. All Guards shall receive site specific training before being assigned to any Tri City Mental Health facility. This includes the location of fire extinguishers and an overview of evacuation routes for their assigned location.

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3. Contractor shall ensure that all Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation of fire extinguishers to fight incipient stage fires.
4. Contractor shall ensure that all Guard personnel are trained in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Guard shall be issued Personal Protective Equipment by Tri-City Mental Health as required by OSHA (29 CFR 1930.134)

**E. EQUIPMENT**

1. Keys, FOBs and Wands
  - a. Any keys issued to security personnel must be responsibly maintained and securely stored.
  - b. Keys are NOT to be reproduced or replicated under any circumstances.
  - c. Key FOBs are not to be shared between guards.
  - d. In the event a Tri-City Mental Health key or FOB is lost or misplaced, please contact the Facilities Manager.
  - e. Contractor shall reimburse Tri-City for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$10,000 incurred from lost keys.
  - f. Security wands shall be used on designated scan checkpoints throughout each location.
2. Company Cell Phone
  - a. Guards shall be assigned a company cell phone to be used during their shift.
  - b. All contact information shall be programmed on each phone.
  - c. The use of company cell phones should only be for TCMHA work related issues
  - d. Company cell phones are:
    - Not to be taken home
    - To be charged overnight for the next shift OR handed to the overnight guard, if applicable.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT B**

**RFP COVER PAGE**

<b>Name of Person, Business or Organization:</b>	
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	
<b>Federal Tax ID Number:</b>	
<b>Contact Person – Name</b>	
<b>Contact Person – Address</b>	
<b>Contact Person – Phone Number (s)</b>	
<b>Contact Person – e-mail address</b>	

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**DATE**

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT C**

**PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS**

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment:
Email:	Website:
Phone:	Fax:

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

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Have you ever operated this business under a different name? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain:

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[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_

Subcontractors to be utilized, if applicable:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

**On Going Legal Proceedings:** Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT D**

**PROPOSER COMPANY WORK PROCESS INFORMATION**

As part of proposal, Proposers are required to respond to the following questions:

- 1) Describe your experience and expertise in providing unsworn, unarmed, uniformed security services in a professional office environment: \_\_\_\_\_

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- 2) Describe your policy and process for supervising and managing personnel: \_\_\_\_\_

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- 3) Describe your method for handling customer complaints/problems: \_\_\_\_\_

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[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
**RFP NO. 2020-1101**

4) Quality Assurance Procedures:

- Attach one copy of the Quality Assurance Report used, if any.

5) Do you provide CPR/First Aid Training to all guards?       Yes     No

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certificate to this Attachment D:

Security Guard Names:

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6) Describe your process and policy for replacing personnel (e.g., personnel exhibits excessive absenteeism, tardiness, personality conflicts, or other personnel relations issues): \_\_\_\_\_

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7) Describe your plan to ensure all posts are staffed within **one hour** of a post-vacancy for any reasons: \_\_\_\_\_

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT E**

**EXCEPTION(S) TO SPECIFICATIONS AND/OR  
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements
  
- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

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- We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.
  
- We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

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**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT F**

**PROPOSER PRICE PROPOSAL**

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Proposers are to list hourly rates for each location for on-site supervisors and guard personnel listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The hourly rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security guard services (Section 1771, 8 Cal Regs §16000).

<b>Schedule of Coverage</b>		<b>Location: 1403 – 1407 N. Garey Avenue</b>						
<b>One (1) Daily Guard + Rotating Guard 24hr Weekend Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Monday through Friday	8:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Friday – Saturday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Saturday	1:30am to 9:30am	\$	\$	\$	\$	\$	\$	\$
Saturday	9:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Saturday – Sunday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Sunday	1:30am to 9:30am	\$	\$	\$	\$	\$	\$	\$
Sunday	9:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Sunday – Monday	5:30pm to 1:30am	\$	\$	\$	\$	\$	\$	\$
Monday	1:30am to 8:30am	\$	\$	\$	\$	\$	\$	\$

<b>Schedule of Coverage</b>		<b>Location: 2001 N. Garey Avenue</b>						
<b>One (1) Guard Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Monday through Friday	8:30am to 5:00pm	\$	\$	\$	\$	\$	\$	\$

[Continued on Page 2]

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**  
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<b>Schedule of Coverage</b>		<b>Location: 2008 N. Garey Avenue</b>						
<b>Five (5) Guards Providing 24/7 Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Continuous	7:00am to 3:00pm	\$	\$	\$	\$	\$	\$	\$
Continuous	3:00pm to 11:00pm	\$	\$	\$	\$	\$	\$	\$
Continuous	11:00pm to 7:00am	\$	\$	\$	\$	\$	\$	\$
Monday through Friday	8:30am to 5:30pm	\$	\$	\$	\$	\$	\$	\$
Monday through Friday	8:00am to 4:00pm	\$	\$	\$	\$	\$	\$	\$

<b>Schedule of Coverage</b>		<b>Location: 1900 Royalty Drive</b>						
<b>One (1) Guard Coverage</b>		<b>Hourly Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL Years 1-3</b>	<b>Optional Contract Extension</b>	
							<b>Year 4</b>	<b>Year 5</b>
Monday through Friday	8:00am to 6:00pm	\$	\$	\$	\$	\$	\$	\$

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Date

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY  
RFP NO. 2020-1101**

**ATTACHMENT G**

**SAMPLE AGREEMENT**



**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

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**DATED**

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## **AGREEMENT**

### **1. PARTIES AND DATE**

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of the \_\_\_\_\_ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City Mental Health Center” or “Tri-City”) and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

### **2. CONTRACTOR**

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

### **3. SCOPE OF SERVICES**

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Security Guard Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

### **4. PERFORMANCE OF SERVICES**

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Security Guard Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

In addition, Contractor shall provide security guard services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are

specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

## **5. SUBCONTRACTORS**

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City or Designee.

## **6. TIME AND LOCATION OF WORK**

Contractor shall perform security guard services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

## **7. TERMS**

The services and/or materials furnished under this Agreement shall commence December 22, 2020 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on December 31, 2023, with an option to extend for two additional years through December 31, 2025; unless terminated in accordance with the provisions of Section 8 below.

## **8. TERMINATION**

This Agreement may be terminated only as follows:

**a.** Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

**b.** Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the contract.

**c.** Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Security Guard Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

**d. Non-payment.** Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

**e. Effect of Termination.** No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

## **9. COMPENSATION**

For the full performance of this Agreement:

**a.** The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

**b.** Tri-City shall pay Contractor an amount not to exceed as stated in 'Exhibit B'.

**c.** Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

**d.** Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

## **10. LICENSES.**

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this agreement.

## **11. PROPRIETARY INFORMATION.**

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City.



The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

## 12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

## 13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

## 14. GENERAL TERMS AND CONDITIONS

**a. Indemnity.** Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement. Contractor shall require and verify all subcontractors, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

**b. Insurance.** Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

**i. Workers Compensation Insurance:** Minimum statutory limits.

**ii. Automobile Insurance:** \$1,000,000.00 per occurrence.

**iii. 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.

**iv. Notice Of Cancellation:** Tri-City requires ten (10) days written notice of cancellation.

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

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

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

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

**d. Changes to the Agreement.** This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

**e. Contractor Attestation.** Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

## **15. REPRESENTATIVE AND NOTICE**

**a. Tri-City's Representative.** Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-

City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

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

**c. Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>If to Tri-City:</u>	<u>If to Contractor:</u>
Tri-City Mental Health Authority	Name
1717 N. Indian Hill Boulevard #B	Address
Claremont, CA 91711-2788	City
Attn: Executive Director	Attn:

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **16. EXHIBITS**

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated \_\_\_\_\_

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## **17. ENTIRE AGREEMENT**

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a

waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

**18. EXECUTION.**

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

**TRI-CITY MENTAL HEALTH AUTHORITY** \_\_\_\_\_, **Contractor**

By: \_\_\_\_\_  
Antonette Navarro, Executive Director

By: \_\_\_\_\_  
\_\_\_\_\_, President/Owner

Attest:

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

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

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel

**EXHIBIT A**

**SCOPE OF SERVICE**

**EXHIBIT B**

**CONTRACTOR'S PROPOSAL**

**EXHIBIT C**



**CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

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

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

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

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

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

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

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Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
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Antonette Navarro, Executive Director

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Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
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**DISTRIBUTION:**

ORIGINAL

COPIES: HR Representative  
Contractor  
Finance



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	American Guard Services	<b>Rep:</b>			
<b>Address:</b>	1125 W 190th Street	<b>Email:</b>			
	Los Angeles, CA 90248	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 153,332.48	\$157,736.80	\$ 162,260.80	\$ 166,784.80	\$ 171,308.80
Subtotal Years 1-3	\$ 473,330.08			Subtotal Yrs 4-5	\$ 338,093.60
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 56,111.90	\$ 57,791.59	\$ 59,449.00	\$ 61,106.50	\$ 62,764.00
Subtotal Years 1-3	\$ 173,352.49			Subtotal Yrs 4-5	\$ 123,870.50
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 334,030.84	\$344,029.40	\$ 353,896.40	\$ 363,763.40	\$ 373,630.40
Subtotal Years 1-3	\$ 1,031,956.64			Subtotal Yrs 4-5	\$ 737,393.80
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 66,014.00	\$ 67,990.00	\$ 69,940.00	\$ 71,890.00	\$ 73,840.00
Subtotal Years 1-3	\$ 203,944.00			Subtotal Yrs 4-5	\$ 145,730.00
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 609,489.22</b>	<b>\$627,547.79</b>	<b>\$ 645,546.20</b>	<b>\$ 663,544.70</b>	<b>\$ 681,543.20</b>
<b>Agency-wide Total Years 1-3: \$</b>		<b>1,882,583.21</b>	<b>Agency-wide Total Years 4-5:</b>		<b>\$ 1,345,087.90</b>
<b>Agency-wide Total Years 1-5:</b>		<b>\$</b>	<b>3,227,671.11</b>		





**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	Dunamis Security Serv	<b>Rep:</b>			
<b>Address:</b>	142 W Holt Avenue	<b>Email:</b>			
	Pomona, CA 91786	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 153,400.00	\$153,400.00	\$ 153,400.00	\$ 161,070.00	\$ 161,070.00
Subtotal Years 1-3	\$ 460,200.00			Subtotal Yrs 4-5	\$ 322,140.00
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 70,200.00	\$ 70,200.00	\$ 70,200.00	\$ 73,710.00	\$ 73,710.00
Subtotal Years 1-3	\$ 210,600.00			Subtotal Yrs 4-5	\$ 147,420.00
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 340,600.00	\$340,600.00	\$ 340,600.00	\$ 349,440.00	\$ 349,440.00
Subtotal Years 1-3	\$ 1,021,800.00			Subtotal Yrs 4-5	\$ 698,880.00
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 78,000.00	\$ 78,000.00	\$ 78,000.00	\$ 81,900.00	\$ 81,900.00
Subtotal Years 1-3	\$ 234,000.00			Subtotal Yrs 4-5	\$ 163,800.00
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 642,200.00</b>	<b>\$642,200.00</b>	<b>\$ 642,200.00</b>	<b>\$ 666,120.00</b>	<b>\$ 666,120.00</b>
<b>Agency-wide Total Years 1-3: \$</b>		<b>1,926,600.00</b>		<b>Agency-wide Total Years 4-5: \$ 1,332,240.00</b>	
<b>Agency-wide Total Years 1-5:</b>		<b>\$</b>	<b>3,258,840.00</b>		



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	Allied Nationwide Security	<b>Rep:</b>			
<b>Address:</b>	7247 Hayvenhurst Ave, #A7	<b>Email:</b>			
	Van Nuys, CA 91406	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 159,796.00	\$159,796.00	\$ 159,796.00	\$ 167,076.00	\$ 174,356.00
Subtotal Years 1-3	\$ 479,388.00			Subtotal Yrs 4-5	\$ 341,432.00
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 48,509.50	\$ 48,509.50	\$ 48,509.50	\$ 50,719.50	\$ 52,929.50
Subtotal Years 1-3	\$ 145,528.50			Subtotal Yrs 4-5	\$ 103,649.00
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 288,774.20	\$288,774.20	\$ 288,774.20	\$ 301,930.20	\$ 315,086.20
Subtotal Years 1-3	\$ 866,322.60			Subtotal Yrs 4-5	\$ 617,016.40
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 45,656.00	\$ 45,656.00	\$ 45,656.00	\$ 49,816.00	\$ 51,896.00
Subtotal Years 1-3	\$ 136,968.00			Subtotal Yrs 4-5	\$ 101,712.00
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 542,735.70</b>	<b>\$542,735.70</b>	<b>\$ 542,735.70</b>	<b>\$ 569,541.70</b>	<b>\$ 594,267.70</b>
<b>Agency-wide Total Years 1-3:</b>	<b>\$ 1,628,207.10</b>		<b>Agency-wide Total Years 4-5:</b>	<b>\$ 1,163,809.40</b>	
<b>Agency-wide Total Years 1-5:</b>		<b>\$ 2,792,016.50</b>			



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	American Power Security	<b>Rep:</b>			
<b>Address:</b>	1451 S. Rimpau Ave, #207	<b>Email:</b>			
	Corona, CA 92879	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 106,991.28	\$106,991.28	\$ 106,991.28	\$ 106,991.28	\$ 106,991.28
Subtotal Years 1-3	\$ 320,973.84			Subtotal Yrs 4-5	\$ 213,982.56
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 42,103.05	\$ 42,103.05	\$ 42,103.05	\$ 42,103.05	\$ 42,103.05
Subtotal Years 1-3	\$ 126,309.15			Subtotal Yrs 4-5	\$ 84,206.10
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 250,636.98	\$250,636.98	\$ 250,636.98	\$ 250,636.98	\$ 250,636.98
Subtotal Years 1-3	\$ 751,910.94			Subtotal Yrs 4-5	\$ 501,273.96
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 49,533.00	\$ 49,533.00	\$ 49,533.00	\$ 49,533.00	\$ 49,533.00
Subtotal Years 1-3	\$ 148,599.00			Subtotal Yrs 4-5	\$ 99,066.00
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 449,264.31</b>	<b>\$449,264.31</b>	<b>\$ 449,264.31</b>	<b>\$ 449,264.31</b>	<b>\$ 449,264.31</b>
<b>Agency-wide Total Years 1-3: \$ 1,347,792.93</b>		<b>Agency-wide Total Years 4-5: \$ 898,528.62</b>			
<b>Agency-wide Total Years 1-5: \$</b>		<b>2,246,321.55</b>			



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	Allied Universal Security Ser	<b>Rep:</b>			
<b>Address:</b>	1551 N Tustin Ave, #650	<b>Email:</b>			
	Santa Ana, CA 92705	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 131,781.00	\$139,942.00	\$ 139,942.00	\$ 139,942.00	\$ 139,942.00
Subtotal Years 1-3	\$ 411,665.00			Subtotal Yrs 4-5	\$ 279,884.00
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 54,405.00	\$ 57,774.00	\$ 57,774.00	\$ 57,774.00	\$ 57,774.00
Subtotal Years 1-3	\$ 169,953.00			Subtotal Yrs 4-5	\$ 115,548.00
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 314,234.00	\$324,742.00	\$ 324,742.00	\$ 324,742.00	\$ 324,742.00
Subtotal Years 1-3	\$ 963,718.00			Subtotal Yrs 4-5	\$ 649,484.00
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 60,450.00	\$ 64,194.00	\$ 64,194.00	\$ 54,194.00	\$ 64,194.00
Subtotal Years 1-3	\$ 188,838.00			Subtotal Yrs 4-5	\$ 118,388.00
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 560,870.00</b>	<b>\$586,652.00</b>	<b>\$ 586,652.00</b>	<b>\$ 576,652.00</b>	<b>\$ 586,652.00</b>
<b>Agency-wide Total Years 1-3: \$ 1,734,174.00</b>		<b>Agency-wide Total Years 4-5: \$ 1,163,304.00</b>			
<b>Agency-wide Total Years 1-5: \$</b>		<b>2,897,478.00</b>			



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	All American Security	<b>Rep:</b>			
<b>Address:</b>	421 S Glendora Ave, #200	<b>Email:</b>			
	West Covina, CA 91790	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 126,474.00	\$132,153.84	\$ 137,842.00	\$ 143,166.00	\$ 149,210.00
Subtotal Years 1-3	\$ 396,469.84			Subtotal Yrs 4-5	\$ 292,376.00
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 49,283.00	\$ 51,493.00	\$ 53,703.00	\$ 55,913.00	\$ 58,123.00
Subtotal Years 1-3	\$ 154,479.00			Subtotal Yrs 4-5	\$ 114,036.00
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 289,262.40	\$302,442.40	\$ 315,622.40	\$ 329,198.40	\$ 341,982.40
Subtotal Years 1-3	\$ 907,327.20			Subtotal Yrs 4-5	\$ 671,180.80
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 62,010.00	\$ 64,610.00	\$ 69,810.00	\$ 72,280.00	\$ 75,010.00
Subtotal Years 1-3	\$ 196,430.00			Subtotal Yrs 4-5	\$ 147,290.00
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 527,029.40</b>	<b>\$550,699.24</b>	<b>\$ 576,977.40</b>	<b>\$ 600,557.40</b>	<b>\$ 624,325.40</b>
<b>Agency-wide Total Years 1-3:</b>	<b>\$ 1,654,706.04</b>			<b>Agency-wide Total Years 4-5:</b>	<b>\$ 1,224,882.80</b>
<b>Agency-wide Total Years 1-5:</b>	<b>\$ 2,879,588.84</b>				



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	American Global Security	<b>Rep:</b>			
<b>Address:</b>	9420 Topanga Canyon, #201	<b>Email:</b>			
	Chatsworth, CA 91311	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 193,429.77	\$210,495.77	\$ 220,865.77	\$ 229,888.77	\$ 244,060.33
Subtotal Years 1-3	\$ 624,791.31			Subtotal Yrs 4-5	\$ 473,949.10
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 49,721.58	\$ 53,225.58	\$ 56,689.58	\$ 58,931.58	\$ 62,677.58
Subtotal Years 1-3	\$ 159,636.74			Subtotal Yrs 4-5	\$ 121,609.16
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 236,611.65	\$253,381.65	\$ 269,951.65	\$ 280,786.65	\$ 298,391.65
Subtotal Years 1-3	\$ 759,944.95			Subtotal Yrs 4-5	\$ 579,178.30
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 61,717.83	\$ 65,971.83	\$ 70,185.83	\$ 72,802.83	\$ 77,673.83
Subtotal Years 1-3	\$ 197,875.49			Subtotal Yrs 4-5	\$ 150,476.66
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 541,480.83</b>	<b>\$583,074.83</b>	<b>\$ 617,692.83</b>	<b>\$ 642,409.83</b>	<b>\$ 682,803.39</b>
<b>Agency-wide Total Years 1-3:</b>	<b>\$ 1,742,248.49</b>		<b>Agency-wide Total Years 4-5:</b>	<b>\$ 1,325,213.22</b>	
<b>Agency-wide Total Years 1-5:</b>	<b>\$ 3,067,461.71</b>				



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	DSI Security Services	<b>Rep:</b>			
<b>Address:</b>	3333 S Brea Canyon, # 105	<b>Email:</b>			
	Diamond Bar, CA 91765	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 418,658.76	\$446,180.12	\$ 473,675.80	\$ 501,221.76	\$ 528,742.50
Subtotal Years 1-3	\$ 1,338,514.68			Subtotal Yrs 4-5	\$ 1,029,964.26
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 49,084.36	\$ 53,849.33	\$ 57,170.88	\$ 60,492.25	\$ 63,813.75
Subtotal Years 1-3	\$ 160,104.57			Subtotal Yrs 4-5	\$ 124,306.00
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 239,646.16	\$255,399.70	\$ 271,128.00	\$ 286,906.36	\$ 302,659.50
Subtotal Years 1-3	\$ 766,173.86			Subtotal Yrs 4-5	\$ 589,565.86
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 63,520.60	\$ 67,696.28	\$ 71,871.80	\$ 76,047.40	\$ 80,223.00
Subtotal Years 1-3	\$ 203,088.68			Subtotal Yrs 4-5	\$ 156,270.40
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 770,909.88</b>	<b>\$823,125.43</b>	<b>\$ 873,846.48</b>	<b>\$ 924,667.77</b>	<b>\$ 975,438.75</b>
<b>Agency-wide Total Years 1-3:</b>	<b>\$ 2,467,881.79</b>		<b>Agency-wide Total Years 4-5:</b>	<b>\$ 1,900,106.52</b>	
<b>Agency-wide Total Years 1-5:</b>		<b>\$ 4,367,988.31</b>			



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	Citiguard	<b>Rep:</b>			
<b>Address:</b>	22736 Vanowen St. #300	<b>Email:</b>			
	West Hills, CA 91307	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 129,888.00	\$129,888.00	\$ 129,888.00	\$ 129,888.00	\$ 129,888.00
Subtotal Years 1-3	\$ 389,664.00			Subtotal Yrs 4-5	\$ 259,776.00
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 41,820.00	\$ 41,820.00	\$ 41,820.00	\$ 41,820.00	\$ 41,820.00
Subtotal Years 1-3	\$ 125,460.00			Subtotal Yrs 4-5	\$ 83,640.00
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 255,840.00	\$255,840.00	\$ 255,840.00	\$ 255,840.00	\$ 255,840.00
Subtotal Years 1-3	\$ 767,520.00			Subtotal Yrs 4-5	\$ 511,680.00
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	\$ 49,200.00	\$ 49,200.00	\$ 49,200.00	\$ 49,200.00	\$ 49,200.00
Subtotal Years 1-3	\$ 147,600.00			Subtotal Yrs 4-5	\$ 98,400.00
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	<b>\$ 476,748.00</b>	<b>\$476,748.00</b>	<b>\$ 476,748.00</b>	<b>\$ 476,748.00</b>	<b>\$ 476,748.00</b>
<b>Agency-wide Total Years 1-3:</b>	<b>\$ 1,430,244.00</b>			<b>Agency-wide Total Years 4-5:</b>	<b>\$ 953,496.00</b>
<b>Agency-wide Total Years 1-5:</b>	<b>\$ 2,383,740.00</b>				





**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	Onguard, Inc.	<b>Rep:</b>			
<b>Address:</b>	9836 White Oak Ave, #105	<b>Email:</b>			
	Northridge, CA 91325	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Agency-wide Total Years 1-3:</b>	\$ -			<b>Agency-wide Total Years 4-5:</b>	\$ -
<b>Agency-wide Total Years 1-5:</b>	\$ -				

**Analysis was not completed for this Proposal because this company did not complete correctly the Price Proposal Table (Attachment F) provided in the RFP packet.**



**BID OPENING  
NOVEMBER 30, 2020 AT 4:00 P.M.**

<b>Project Name:</b>	RFP NO. 2020-1101 – SECURITY GUARD SERVICES				
<b>Address:</b>	1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711				
<b>CONTRACTOR INFORMATION</b>					
<b>Co. Name:</b>	XPress Guards, LLC	<b>Rep:</b>			
<b>Address:</b>	2200 SW 59th Ave	<b>Email:</b>			
	West Park, FL 33023	<b>Phone:</b>			
<b>PROPOSAL</b>					
<b>Location</b>	<b>3-Year Contract</b>			<b>Optional 2-Year Extension</b>	
1403-1407 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2001 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2008 N Garey	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
1900 Royalty Drive	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
<b>Agency-wide</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Total:</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Agency-wide Total Years 1-3:</b>		\$ -		<b>Agency-wide Total Years 4-5:</b>	
<b>Agency-wide Total Years 1-5:</b>		\$		-	

**Analysis if this company's Proposal was not prepared because the Proposer did not include all the required Forms (Attachments C-F), including the Price Proposal (Attachment F)**



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

**DATE:** December 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:** Consideration of Resolution No. 568 Authorizing an Amendment to FY 2020-21 Budget by Increasing Office Supplies & Equipment Expenses in the Amount of \$44,000; and Adopting a Temporary Telecommuting Expense Reimbursement Policy & Procedure No. XI.21

---

Summary:

Staff is seeking the approval of a budget amendment in the amount of \$44,000 and adopting the Temporary Telecommuting Expense Reimbursement Policy and Procedure No. XI.21 to establish the reimbursement of varying telecommuting related expenses.

Background:

In response to the COVID-19 nationwide crisis, and the need to socially distance staff, Tri-City offered the ability for staff to telecommute beginning in March of 2020. Employees working from home may require the need to purchase additional items that are considered work related. In response to varying requests by staff seeking reimbursement, management developed a Telecommuting Expense Reimbursement Policy to allow for a one-time reimbursement up to \$200 for these types of expenses.

Fiscal Impact:

The fiscal impact would be an approximate amount of up to \$44,000 if all employees exercised this reimbursement benefit. Funding for this expense would be covered by varying sources including Realignment and MHSA and would depend on the program(s) the employee is assigned to.

Recommendation:

It is recommended that the Governing Board adopt Resolution No. 569 authorizing an Amendment to the Fiscal Year 2020-21 Budget by increasing Office Supplies and Equipment Expenses in the amount of \$44,000; and establishing a Temporary Telecommuting Expense Reimbursement Policy and Procedure No. XI.21.

Attachments:

*Attachment 9-A:* Resolution No. 568 – DRAFT

*Attachment 9-B:* Telecommuting Expense Reimbursement Policy & Procedure No. XI.21

**RESOLUTION NO. 568**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING A TEMPORARY TELECOMMUTING EXPENSE REIMBURSEMENT POLICY & PROCEDURE NO. XI.21; AND AUTHORIZING AN AMENDMENT TO FY 2020-21 BUDGET BY INCREASING OFFICE SUPPLIES AND EQUIPMENT EXPENSES IN THE AMOUNT OF \$44,000**

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) wishes to establish a Temporary Telecommuting Expense Reimbursement Policy and Procedure No. XI.21, to allow the reimbursement of varying telecommuting related expenses. The fiscal impact would be approximately \$44,000 if all employees exercised this reimbursement benefit.

**2. Action**

The Governing Board approves and establishes a Temporary Telecommuting Expense Reimbursement Policy & Procedure No. XI.21, effective December 16, 2020; and authorizes an Amendment to the Fiscal Year 2020-21 Budget by increasing Office Supplies and Equipment Expenses in the amount of \$44,000.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 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

<b>SUBJECT:</b>  <b>Temporary Telecommuting Expense Reimbursement Policy</b>	<b>POLICY NO.:</b>  <b>XI.21</b>	<b>EFFECTIVE DATE:</b>  <b>12/16/2020</b>	<b>PAGE:</b>  <b>1 of 2</b>
<b>APPROVED BY:</b> <b>Governing Board</b>  <b>Executive Director</b>	<b>SUPERCEDES:</b>	<b>ORIGINAL ISSUE DATE:</b>  <b>12/16/2020</b>	<b>RESPONSIBLE PARTIES:</b>  <b>Executive Team HR Department</b>

## 1. PURPOSE

- 1.1 To establish a policy and provide general reimbursement to employees for necessary work-related expenses incurred while telecommuting following Tri-City's response to the COVID-19 national crisis.
- 1.2 This policy is temporary and will remain in effect until it is no longer required and the Executive Director discontinues it.

## 2. POLICY

### 2.1 Eligibility:

This policy applies to all telecommuting full-time and part-time employees excluding those classifications where corresponding resolutions may provide for similar or greater benefits. In order to be eligible for this reimbursement, employee must have a completed *Temporary Telecommuting Agreement* on file with Human Resources

### 2.2 Covered Expenses:

Employees who work from home may request reimbursement for expenses incurred and paid for by the employee, such as office supplies and miscellaneous equipment costs including but not limited to a desk, office chair, footrest, seat cushion, laptop tray, ink, paper, router booster, etc.

- 2.2.1 All expenses should be requested and pre-approved before purchase by the employee's direct supervisor, manager or director. The exception to this would be for those expenses incurred between March 13, 2020 – December 16, 2020 (date of approved policy). Telecommuting expenses incurred during the aforementioned timeframe may be submitted for reimbursement by providing proof of purchase and the item has not been designated as Tri-City property. Examples of proof of purchase would include an original sales receipt, a receiving document along with a bank statement or a credit card statement, and confirmation email for an online transaction purchase which should include the purchase details. Sales order documents and invoices are not proof of purchase.



# POLICY & PROCEDURE

<b>SUBJECT:</b> <b>Temporary Telecommuting Expense Reimbursement Policy</b>	<b>POLICY NO.:</b> <b>I.13</b>	<b>EFFECTIVE DATE:</b> <b>/16/2020</b>	<b>PAGE:</b> <b>2 of 2</b>
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**2.2.2** Employees purchasing basic office supplies, equipment and tools should **first** consult with their direct supervisor, manager or director as these items may be in stock at Tri-City and can be made available to the employee for pickup.

**2.2.3** Items reimbursed under this policy will not be considered the property of Tri-City, therefore, Tri-City is not responsible for tracking, repairs, etc.

**2.3** Rate of Reimbursement:

**2.3.1** Employees who are purchasing miscellaneous office supplies, tools, and/or equipment for business/work-related use while telecommuting shall be entitled to a one-time reimbursement in an amount not to exceed \$200.

**3. PROCEDURES**

**3.1** Employees who incur work-related expenses are required to submit those expenses for reimbursement as follows:

**3.1.1** Employees must complete the Tri-City Mental Health Authority *Travel Reimbursement – Expense Report*, along with appropriate supporting documentation such as original receipts/proof of payment for all work-related expenses.

**3.1.2** Employees are expected to submit reimbursement requests for approval as soon as practicable, no later than **45 days** after the expense is incurred. Also, refer to exception noted above.

**4. ATTESTATION**

**4.1.1** The employee attests that they have received, read, understood, agreed to follow, and signed the Telecommuting Expense Reimbursement Policy and will comply abide by the terms and conditions stated there in the Temporary Telecommuting Reimbursement Policy.

\_\_\_\_\_  
EMPLOYEE NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE



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

**DATE:** December 16, 2020

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

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

**SUBJECT:** Consideration of Resolution No. 569 Authorizing an Amendment to Fiscal Year 2020-21 Budget by Increasing Consulting Services in the Amount of \$12,000; and Authorizing the Executive Director to Execute the First Amendment to Professional Services Agreement with Brand Purpose, LLC

---

Summary:

Staff is seeking the approval of a budget amendment in the amount \$12,000 in order to increase consulting services with the Brand Purpose, LLC. These additional funds are necessary in light of the extreme COVID-19 surge and renewed safer-at-home restrictions in Los Angeles County for the foreseeable future; and will be used to hire additional staff with expertise in technology and virtual large-group facilitation required for the successful execution of Phase One of its planned project with Tri-City.

Background

In October 2020, the Governing Board approved the Executive Director to execute a professional services agreement with Brand Purpose, LLC to conduct a year-long, three-phase project in which consultants will assist Tri-City, its staff, and its community partners and stakeholders to reflect on Tri-City's role as the three cities' mental health authority and its standing and contribution within the cities; review the Agency's mission statement and create a purpose statement that is in alignment with it; and, to create a roadmap with specific metrics to guide operations for the next 3 to 5 years.

Since the approval of the contract, the COVID-19 virus has surged uncontrollably, new local and statewide restrictions on gathering and workplace safety have been implemented until further notice; and it is apparent that all aspects of Phase One will need to be planned and ultimately conducted 100% virtually. Consequently, Brand Purpose, LLC will need to secure additional staffing with expertise in technology and large group virtual facilitation.

These experts and additional funds will only be required for Phase One, as both Phases Two and Three are easily adaptable and/or will remain the same as they are several months out.

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

**Toni Navarro, LMFT, Executive Director**

***Consideration of Resolution No. 569 Authorizing an Amendment to Fiscal Year 2020-21 Budget by Increasing Consulting Services in the Amount of \$12,000; and Authorizing the Executive Director to Execute the First Amendment to Professional Services Agreement with Brand Purpose, LLC***

**December 16, 2020**

**Page 2**

Fiscal Impact:

The fiscal impact would be \$12,000. Funding for this expense would be covered by Realignment funds.

Recommendation:

It is recommended that the Governing Board approve Resolution No. 569 amending the budget in Fiscal Year 2020-21 by \$12,000 in order to increase consulting services and allow the Executive Director to execute a First Amendment to the Professional Services Agreement with Brand Purpose, LLC.

Attachments:

*Attachment 10-A:* Resolution No. 569 - DRAFT

*Attachment 10-B:* First Amendment to Agreement with BPLLC - DRAFT



**RESOLUTION NO. 569**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2020-21 BUDGET BY INCREASING CONSULTING SERVICES IN THE AMOUNT OF \$12,000; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT WITH BRAND PURPOSE, LLC**

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”), entered into an Agreement with Brand Purpose, LLC effective November 1, 2020, (“Agreement”) for discovering, defining and developing TCMHA’s brand to implement its mission for the next 10 years as ‘*Mission 2030: Building and Becoming the Model of Community Mental Health Leadership And Success*’, through a three-phase project.

B. The Authority agrees to pay an additional \$12,000 for Phase I of the project and amend the Agreement to reflect the change in compensation.

**2. Action**

The Governing Board authorizes the Executive Director to execute the First Amendment to the Agreement with Brand Purpose, LLC and pay the additional sum of \$12,000.00 for Phase I of the project; and authorizes amending its Budget for Fiscal Year 2020-21 by increasing Consulting Services in the amount of \$12,000.00.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 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: \_\_\_\_\_



**FIRST AMENDMENT**

**to**

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

*Mission 2030: Building and Becoming the Model of  
Community Mental Health Leadership And Success*

**by and between**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**and**

**BRAND PURPOSE, LLC**

**dated**

**December 17, 2020**

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**FIRST AMENDMENT**  

---

**AGREEMENT**  
**BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY**  
**AND BRAND PURPOSE, LLC**  
**FOR PROFESSIONAL SERVICES**

**1. PARTIES AND DATE**

This First Amendment (“First Amendment”) is made and entered into as of December 17, 2020 (“First Amendment Date”), by and between **Tri-City Mental Health Authority**, a California joint powers authority (“TCMHA”) and **Brand Purpose, LLC** (the “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

**2. RECITALS**

**2.1.** TCMHA and Contractor entered into a professional services Agreement effective November 1, 2020, (“Agreement”) for discovering, defining and developing Tri-City’s brand to implement its mission for the next 10 years as *Mission 2030: Building and Becoming the Model of Community Mental Health Leadership And Success*.,

**2.2.** The Parties desire to amend the Agreement to change the compensation by increasing the total cost of Phase I by \$12,000, for additional consulting services as set for in the Mission 2030: Phase One Update dated November 6, 2020, attached as Exhibit 1.

**2.3.** In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this First Amendment.

**3. AMENDMENT**

Article 9 (Compensation) is amended to read as follows:

**“9. COMPENSATION.** Tri-City shall pay Contractor an additional amount of \$12,000.00 for Phase One services as proposed in Exhibit 1, and all other fees remain the same, as stated in ‘Exhibit A’ to the Agreement. Payment will be made within thirty (30) days following receipt of invoices and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which Contractor operates. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor’s Proposal, incorporated herein as ‘Exhibit A’; unless agreed upon in writing by Tri-City’s Executive Director.

**a.** Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

[Continued on page 2.]

b. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. Tri-City shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.”

**4. REAFFIRMATION OF OTHER TERMS**

Except as modified or changed herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

**5. EXECUTION**

The Parties have executed this Agreement as of the First Amendment Date.

**TRI-CITY MENTAL HEALTH AUTHORITY**

**BRAND PURPOSE, LLC**

By: \_\_\_\_\_  
Antonette Navarro, Executive Director

By: \_\_\_\_\_  
Jeremy Zimmerman, Owner

**Attest:**

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

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

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel

## EXHIBIT 1



### **Mission 2030: Phase One Update**

November 6, 2020

#### **Summary**

The original and typical method of conducting the Future Search events that represent the destination of Phase One is gathering all the participants in a single physical location. The ongoing and expected-to-continue quarantine constraints make it increasingly clear gathering in a physical space is neither possible nor desirable.

As a result, Brand Purpose has explored virtual methods that would enable us to host the Future Search events online. We did discover some of the technology tools but our Future Search expert, Nancy Taylor, did not feel she possessed the requisite skill and experience to lead successful virtual events.

Nancy referred us to a duo of highly-qualified consultants ([Gina Lavery](#) and [Arielle Sullivan](#)) who bring extensive virtual Future Search experience that will ensure the lack of physical proximity does not reduce the value of the effort. In addition, their method adds another step to the participant recruitment and engagement process that further bolsters our probability of success.

#### **Effects**

Process: Aside from a meeting to introduce Gina and Arielle to the TCMH executive team, the major change to the process is an intermediate step between planning/recruitment and the Future Search events. The purpose of this intermediate step is the recruitment and engagement with a representative sample from the larger participant list.

We call this sample group the “design team” and they will help us define the expectations for the Future Search events as well as discover potential opportunities and dangers that could either help or hamper its success. We will select and recruit eight to ten members that represent the diverse perspectives and interests of the larger group. The members of the design team will also act as advocates for the Future Search events and serve as facilitators during the events.

The process should have a negligible effect on time required from TCMH executives aside from time needed to advise and approve the design team member selection and time to receive the report we will generate after meeting with the design team.

We recommend moving the Future Search events from the December 10 and 17 dates we previously set to mid-January. This change will give us more time to extract value from the design team and more time to promote the Future Search events. We can mitigate this change's effect on the overall plan by implementing parts of Phase Two concurrently (ex. TCMH executive interviews, employee focus groups, etc.)

Budget: Brand Purpose worked diligently to minimize the financial impact of the change to the project's budget including absorbing some additional costs. For example, Brand Purpose is going to hire a "producer" skilled in the use of the various meeting and collaboration tools (ex. digital whiteboard) to ensure the technology aspect of the Future Search events enhance rather than distract.

Gina and Arielle have agreed to reduce their fees by approximately 50 percent from their standard rates because they share an appreciation for the significance of this undertaking.

After applying these actions, the change will increase Phase One costs by \$12,000.

## **Conclusion**

Brand Purpose invested significant time designing the Mission 2030 plan and budget to ensure each and every variable that would affect cost was addressed at the outset. As we discussed on a few occasions, the outlier was the Future Search events in Phase One. No similar variables are present in either Phases Two or Three and we are confident that no additional cost increases will occur assuming no other variables change.

We are also confident that this change will ensure we are able to deliver the rich and meaningful (for both TCMH and the event participants) experience that will achieve Phase One's goals.

If this cost increase is accepted, 50 percent of this amount would be applied to our first invoice and the other 50 to our second.

If it is not accepted, we may need to jettison the "whole system in the room" strategy and replace it with a series of smaller virtual meetings that look more like traditional focus groups. This approach would enable us to achieve our Phase One goals though the intensity and persistence of those achievements would be somewhat diminished.



## Tri-City Mental Health Authority MONTHLY STAFF REPORT

**DATE:** December 16, 2020

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

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

**SUBJECT:** Executive Director's Monthly Report

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### COVID-19 OPERATIONS UPDATE

Not unlike our communities, the Tri-City organization has seen increases to the number of its staff who are either quarantining or sick or out caring for loved ones as a result of COVID-19. Fortunately, to date we have had no workplace transmissions from either client to staff, staff to staff, or staff to client; and overall, staff are doing an amazing job of filling the gaps, as needed, for their absent colleagues. With the announcement last week of Los Angeles County's renewed restrictions and then those imposed by the State a few days later, Tri-City management pulled back staffing its sites to only minimum necessary personnel levels each day and is asking staff whose attendance in the office is not required to do their job from home as much as possible and only come in when it is needed—such as to physically sign or print a document or get needed supplies. Tri-City will continue with this limited essential staffing as much as it can while still meeting needs of its clients and three cities' communities or until the latest COVID-19 restrictions are lifted.

Per reports from the California Department of Public Health's (CDPH) Community Vaccine Advisory Committee, California is likely to begin rolling out its initial 327,000 doses of vaccine by the end of this month, with more and regular doses then beginning in early January. Per the CDPH plan, direct health care workers (including environmental services, transport, food service staff) in inpatient settings and residents of skilled nursing/assisted living sites will be first population to be vaccinated, called population 1a. Population 1b includes the remaining 'essential workforce' and has 3 tiers. Behavioral health (mental health and substance use) providers/staff in outpatient settings, such as Tri-City, are included in 1b/Tier 2. Therefore, depending on the availability of vaccine for California, Tri-City staff hope to be getting at least their first round vaccine (the vaccination requires 28 days in between doses 1 and 2) in the mid- to late-Spring.

### CALIFORNIA BEHAVIORAL HEALTH DIRECTORS' ASSOCIATION (CBHDA) UPDATES

The County Behavioral Health Directors Association of California (CBHDA) is a nonprofit advocacy association representing the behavioral health directors from each of California's 58 counties, as well as two cities (Berkeley and Tri-City).



**Governing Board of Tri-City Mental Health  
Monthly Staff Report of Toni Navarro  
December 16, 2020  
Page 2**

CBHDA has multiple meetings each month regularly bringing together behavioral health directors and professionals to discuss ways to inform public policy and improve the delivery of behavioral health services. Each year, CBHDA convenes Directors for a multi-day planning session to review the year, identify issues, and identify priorities for advocacy and policy development for the next year. Starting this year, CBHDA and the Directors will now align their policy priorities and activities with California’s two-year legislative cycle. Attached to this report are the key priority areas identified for 2021-2023.

Starting in January, each month the Executive Director will provide information as to proposed or pending legislation, updates on the Department of Health Care Services “California Advancing Innovation in Medi-Cal” (CalAIM) initiative, and other relevant policy discussions and/or actions pertaining to the categories presented here.

**HUMAN RESOURCES**

Staffing – Month Ending November 2020

- Total Staff is 189 full-time and 19 part-time plus 22 full time vacancies and 1 part time vacancies for a total of 222 positions.
- There were 4 new hires in November.
- There were 2 separations in November.

Workforce Demographics - November 2020

- American Indian or Alaska Native = 0.48%
- Asian = 8.17%
- Black or African American = 8.65%
- Hispanic or Latino = 55.29%
- Native Hawaiian or Other Pacific Islander = 0.48%
- Other = 9.13%
- 2 or more races = 0.96%
- White or Caucasian = 16.83%

Posted Positions in November 2020

- Chief Clinical Officer (1 FTE)
- Chief Information 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 Claremont City Hall (1 FTE)

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- Clinical Therapist I/II Adult FSP (3 FTEs)
- Clinical Therapist I AOP (1 FTE)
- Clinical Therapist I/II COP (2 FTE)
- Clinical Therapist I/II COP School Partner. Bilingual (2 FTE)
- Mental Health Specialist AOP Bilingual & Non (2 FTE)
- Mental Health Specialist COP Bilingual (1 FTE)
- Psychiatric Technician I/II/III – Bilingual COP (1 FTE)
- Psychiatric Technician I/II/III Claremont City Hall (1 FTE)

Human Resources (HR) staff and the Workforce Education and Training Supervisor have revamped and updated Tri-City's Linked In page with the goal to create easier access to Tri-City's application process for any interested persons visiting our page. Staff are being encouraged to share Tri-City's social media and Linked In pages promoting its various job openings. Tri-City also has an Employee Referral Incentive benefit that seeks to encourage referrals by current staff to their friends and former colleagues.

## **HOUSING DIVISION**

### Pomona Rent Relief Assistance Project

Last month the Housing Division reported receiving several referrals for the Pomona Rental Assistance Program in its first weeks. Referrals continue to flow consistently, but in the month of November, Tri-City was only able to submit 3 completed applications to the City of Pomona for their Rent Relief Assistance program. Actually, collectively the four agencies providing this service across Pomona's four city quadrants (Tri-City, Inland Valley Hope Partners, Pomona Economic Opportunity Center, and Catholic Charities) only submitted a total of 13 applications for the same period. Tri-City's Housing staff, Community Navigators, and Wellness Center staff identified multiple obstacles that the other partner agencies report experiencing as well. These significant barriers include:

- applicants don't always have the necessary documents
- applicants don't have a printer or scanner
- applicants don't have reliable or cannot afford transportation
- applicants cannot leave their children home/nor are able to easily travel with them and need to stay home with them
- applicants are concerned with sharing personal information
- applicants are afraid of their legal status
- applicants fear that their landlord will retaliate in some way
- landlords are hard to get in contact with for information that is needed
- applicants themselves or their family are dealing with COVID and need to quarantine

Tri-City's team also has taken into consideration that limiting face-to-face meetings is imperative as the city and county's number of COVID cases are quickly rising. Organizational partners meet virtually, weekly, to go over these obstacles and have been able to troubleshoot in order to address most of these obstacles, such as applicants taking pictures of documents as a form of scanning, mailing documents that need to be signed with pre-stamped return envelopes, and being able to provide direct referrals to Neighborhood Legal Services when necessary. However, for some the issue is simply about building trust and that can significantly slow the process. However, that time and repeated contacts with residents allows staff to engage the applicants in multiple conversations that help identify other needs for which resources and referrals can be provided, both within Tri-City's system of care or with outside agencies.

#### Baseline Housing Project Update

Tri-City and the developer, Restore Neighborhoods LA (RNLA), are finalizing all documents to proceed with the transfer of property at 956 Baseline Rd in Claremont and prepare to apply to draw down Tri-City's No Place Like Home Non-Competitive Funds Allocation and proceed with the development of the Baseline Senior Housing Project. In January, staff will bring forth all documents to be reviewed and considered for approval by Tri-City's Governing Board.

In the meantime, the relocation of the family who has been residing at the Baseline property is required by regulation and has already been in process. Tri-City vetted three relocation companies who came recommended by Tri-City's legal counsel and its developer partners and property management companies who have had experience with tenant relocation. Ultimately, the company Overland, Pacific, and Cutler, LLC (OPC) was chosen and has recently completed the relocation plan which the tenant now has 30-days to consider. Also in January then, staff will bring the relocation plan to the Governing Board for final approval.



**CBHDA 2021-2023 STRATEGIC PLAN  
CBHDA OVERARCHING PRIORITIES**

**Funding Adequacy and Stability**



Prioritize ensuring that county behavioral health funding is flexible, transparent, stable, and sufficient to support County Behavioral Health Directors in fulfilling their entitlement and mandate responsibilities while supporting communities and clients in crisis, disaster response, prevention and long-term recovery.

**Equity, Justice and Healing**



Representing the public behavioral health safety net, lead locally and statewide in driving equity, justice and healing by building individual and organizational self-awareness and understanding of the ways that systemic racism and discrimination contribute to disparities among clients of county behavioral health, and developing concrete, actionable strategies to make sustained and measurable progress on reducing and eliminating racial, ethnic, and other disparities.



**CBHDA PRIORITY AREAS**

**CaAIM**



Drive system-wide transformation of county behavioral health through the development and implementation of core CaAIM behavioral health initiatives. These include the continuation and improvement of the Drug Medi-Cal Organized Delivery System, payment reform, modernizing Medical Necessity, integrating mental health and substance use disorder services, and CBHDA's vision for Foster Care.

**Crisis Continuum**



Lead in developing a robust continuum of behavioral health crisis services which serves to deinstitutionalize and decriminalize individuals with significant behavioral health needs whenever possible and supports client-centered, long-term community-based recovery. Identify system gaps and opportunities, including, but not limited to, acute services for children, justice involved populations, subacute services, housing, peer support specialists and the strain on providers due to COVID-19.

**Housing & Homelessness**



Lead efforts locally and statewide to reduce the number of individuals with a serious mental illness and/or substance use disorder experiencing homelessness. A key component of this includes advocating for housing appropriate for our clients and housing paired with treatment slots.

**Children, Youth, & School-Based Services**



Expand services to children in alignment with the county behavioral health EPSDT entitlement and other responsibilities under the MHSA and Bronzan-McCorquodale Act. Identify opportunities with the Surgeon General, Medi-Cal managed care plans, schools, and child welfare partners to improve outreach, early engagement, and accessible connections to services for children with behavioral health needs.



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

**DATE:** December 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

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**UNAUDITED FINANCIAL STATEMENTS FOR THE FOUR MONTHS ENDED  
OCTOBER 31, 2020 (2021 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the four months ended October 31, 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 \$8.1 million. MHSA operations accounted for approximately \$7.9 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 2020, Tri-City received MHSA funding of approximately \$10.2 million, of which \$6.6 million were for approved programs for fiscal 2020-21 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2020. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2020-21. In addition, during fiscal 2020-21 approximately \$7.1 million in MHSA funding has been received of which \$5.8 million was identified and approved for use in the current fiscal year 2020-21 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$12.4 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The remaining decrease in net position of approximately \$232 thousand is from Clinic outpatient operations, which is the result of operations for the four months ended October 31, 2020.

**Governing Board of Tri-City Mental Health  
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The total cash balance at October 31, 2020 was approximately \$35.0 million which represents an increase of approximately \$3.9 million from the June 30, 2020 balance of approximately \$31.1 million.

Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$497 thousand. MHSA operations reflected an increase in cash of approximately \$3.4 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$7.1 million in MHSA funds offset by the use of cash for MHSA operating activities. 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 previous 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, thus resulting in an overall increase in cash in MHSA.

Approximately \$4.3 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the four months ended October 31, 2020 of which approximately \$71 thousand related to interim cost report settlements covering fiscal years 2015-16 and 2016-17.

## **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.

### FY 2020-21 Bankruptcy Payments

The total bankruptcy liability balance as of the date of this report is currently \$331,064. On September 21, 2020 a distribution of \$325,000 was made and distributed to CA DHCS and LAC DMH in the amounts of \$128,161 and \$196,839, respectively. Along with the distributions, management included confirmation letters to both parties asking that the final pay off amounts be confirmed as management expects to make the final bankruptcy distributions at the earliest possible date.

MHSA Funding Updates

**Estimated Current Cash Position** – The following table represents a brief summary of the estimated current MHSA cash position as of the three months ended October 31, 2020 which includes estimates to project the ending cash balance at June 30, 2021.

	MHSA
Cash at October 31, 2020	\$ 27,141,877
Receivables net of Reserve for Cost Report Settlements	(192,110)
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2020-21	(8,454,054) **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	<u>(2,800,000) ****</u>
Total Estimated Adjustments to Cash	(14,893,553)
Estimated Available at June 30, 2021	<u>\$ 12,248,324</u>
Remaining estimated funds to be received in FY 2020-21	\$ 4,186,876 **

\* 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 2020-21, actual and estimated amounts to year end (06/30/2021).

\*\*\*\*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: October 31, 2020 Unaudited Financial Statements*

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

	AT OCTOBER 31, 2020			AT JUNE 30, 2020		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
<b>Current Assets</b>						
Cash	\$ 7,857,287	\$ 27,141,877	\$ 34,999,164	\$ 7,395,355	\$ 23,736,461	\$ 31,131,816
Accounts receivable, net of reserve for uncollectible accounts \$446,277 at October 31, 2020 and \$543,736 at June 30, 2020	3,349,555	2,309,443	5,658,998	4,191,840	2,588,279	6,780,119
Total Current Assets	<u>11,206,842</u>	<u>29,451,320</u>	<u>40,658,162</u>	<u>11,587,195</u>	<u>26,324,740</u>	<u>37,911,935</u>
<b>Property and Equipment</b>						
Land, building, furniture and equipment	3,757,915	9,423,282	13,181,197	3,699,755	9,384,214	13,083,969
Accumulated depreciation	(2,422,722)	(3,572,689)	(5,995,410)	(2,403,631)	(3,434,225)	(5,837,856)
Total Property and Equipment	<u>1,335,193</u>	<u>5,850,594</u>	<u>7,185,787</u>	<u>1,296,123</u>	<u>5,949,989</u>	<u>7,246,112</u>
<b>Other Assets</b>						
Deposits and prepaid assets	217,276	491,199	708,475	70,955	491,199	562,154
Total Noncurrent Assets	<u>1,552,470</u>	<u>6,341,793</u>	<u>7,894,263</u>	<u>1,367,079</u>	<u>6,441,188</u>	<u>7,808,267</u>
<b>Total Assests</b>	<u>\$ 12,759,312</u>	<u>\$ 35,793,113</u>	<u>\$ 48,552,425</u>	<u>\$ 12,954,274</u>	<u>\$ 32,765,928</u>	<u>\$ 45,720,202</u>
<b>Deferred Outflows of Resources</b>						
Deferred outflows related to the net pension liability	2,776,741	-	2,776,741	2,776,741	-	2,776,741
Total Deferred Outflows of Resources	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>
<b>Total Assets and Deferred Outflows of Resouces</b>	<u>\$ 15,536,053</u>	<u>\$ 35,793,113</u>	<u>\$ 51,329,166</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	265,392	-	265,392	235,067	188,826	423,893
Accrued payroll liabilities	235,342	384,873	620,216	561,169	80,419	641,589
Accrued vacation and sick leave	631,273	954,129	1,585,402	604,179	865,609	1,469,787
Reserve for Medi-Cal settlements	3,154,459	2,501,553	5,656,012	2,942,066	2,366,312	5,308,378
Current portion of mortgage debt	30,688	-	30,688	30,688	-	30,688
Total Current Liabilities	<u>4,317,154</u>	<u>3,840,556</u>	<u>8,157,709</u>	<u>4,373,168</u>	<u>3,501,166</u>	<u>7,874,334</u>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	<u>335,504</u>	<u>(335,504)</u>	<u>-</u>	<u>370,961</u>	<u>(370,961)</u>	<u>-</u>
<b>Long-Term Liabilities</b>						
Mortgages and home loan	761,660	88,309	849,969	771,683	88,309	859,992
Net pension liability	5,462,528	-	5,462,528	5,462,528	-	5,462,528
Unearned MHSA revenue	-	1,663,592	1,663,592	-	276,421	276,421
Total Long-Term Liabilities	<u>6,224,188</u>	<u>1,751,901</u>	<u>7,976,089</u>	<u>6,234,211</u>	<u>364,730</u>	<u>6,598,940</u>
<b>Liabilities Subject to Compromise</b>						
Class 2 General Unsecured Claims	-	-	-	-	-	-
Class 3 Unsecured Claim of CAL DMH	200,512	-	200,512	397,351	-	397,351
Class 4 Unsecured Claim of LAC DMH	130,552	-	130,552	258,713	-	258,713
Total Liabilities Subject to Compromise	<u>331,064</u>	<u>-</u>	<u>331,064</u>	<u>656,064</u>	<u>-</u>	<u>656,064</u>
<b>Total Liabilities</b>	<u>11,207,910</u>	<u>5,256,953</u>	<u>16,464,862</u>	<u>11,634,403</u>	<u>3,494,935</u>	<u>15,129,339</u>
<b>Deferred Inflow of Resources</b>						
MHSA revenues restricted for future period	-	-	-	-	6,625,123	6,625,123
Deferred inflows related to the net pension liability	217,236	-	217,236	217,236	-	217,236
Total Deferred Inflow of Resources	<u>217,236</u>	<u>-</u>	<u>217,236</u>	<u>217,236</u>	<u>6,625,123</u>	<u>6,842,359</u>
<b>NET POSITION</b>						
Invested in capital assets net of related debt	542,846	5,850,594	6,393,440	493,753	5,949,989	6,443,742
Restricted for MHSA programs	-	24,194,368	24,194,368	-	16,204,682	16,204,682
Unrestricted	3,568,061	491,199	4,059,260	3,385,622	491,199	3,876,821
Total Net Position	<u>4,110,906</u>	<u>30,536,160</u>	<u>34,647,067</u>	<u>3,879,375</u>	<u>22,645,870</u>	<u>26,525,245</u>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<u>\$ 15,536,053</u>	<u>\$ 35,793,113</u>	<u>\$ 51,329,166</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>

**Definitions:**

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

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



**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**FOUR MONTHS ENDED OCTOBER 31, 2020 AND 2019**

	PERIOD ENDED 10/31/20			PERIOD ENDED 10/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 1,176,413	\$ 1,036,747	\$ 2,213,160	\$ 1,288,929	\$ 976,933	\$ 2,265,862
Medi-Cal FFP FYE Prior Year	68,939	33,941	102,881	-	-	-
Medi-Cal SGF-EPSDT	247,237	183,846	431,083	310,262	192,718	502,979
Medi-Cal SGF-EPSDT Prior Year	(13,444)	30,295	16,851	-	-	-
Medicare	333	607	940	1,241	985	2,226
Grants and contracts	188,442	9,689	198,131	3,486	9,799	13,285
Patient fees and insurance	140	-	140	1,031	-	1,031
Rent income - TCMH & MHSA Housing	8,468	31,805	40,272	11,336	28,703	40,039
Other income	52,909	257	53,166	533	275	808
<b>Net Operating Revenues</b>	<b>1,729,436</b>	<b>1,327,188</b>	<b>3,056,624</b>	<b>1,616,817</b>	<b>1,209,412</b>	<b>2,826,229</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	2,625,191	4,126,670	6,751,861	2,288,245	3,687,924	5,976,169
Facility and equipment operating cost	185,368	393,648	579,015	247,511	501,043	748,554
Client lodging, transportation, and supply expense	115,350	818,156	933,506	45,550	225,168	270,718
Depreciation	47,445	138,464	185,908	29,040	116,954	145,994
Other operating expenses	173,472	421,592	595,064	220,515	408,220	628,735
<b>Total Operating Expenses</b>	<b>3,146,825</b>	<b>5,898,529</b>	<b>9,045,354</b>	<b>2,830,862</b>	<b>4,939,308</b>	<b>7,770,170</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(1,417,389)</b>	<b>(4,571,342)</b>	<b>(5,988,730)</b>	<b>(1,214,044)</b>	<b>(3,729,896)</b>	<b>(4,943,941)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	1,658,167	-	1,658,167	1,240,570	-	1,240,570
MHSA funds	-	12,401,929	12,401,929	-	10,842,781	10,842,781
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Interest Income	12,283	59,703	71,986	35,638	180,947	216,585
Interest expense	(13,530)	-	(13,530)	(14,026)	-	(14,026)
<b>Total Non-Operating Revenues (Expense)</b>	<b>1,648,920</b>	<b>12,461,632</b>	<b>14,110,552</b>	<b>1,262,182</b>	<b>11,023,728</b>	<b>12,285,910</b>
<b>INCOME (LOSS)</b>	<b>231,532</b>	<b>7,890,291</b>	<b>8,121,822</b>	<b>48,138</b>	<b>7,293,832</b>	<b>7,341,970</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>231,532</b>	<b>7,890,291</b>	<b>8,121,822</b>	<b>48,138</b>	<b>7,293,832</b>	<b>7,341,970</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>3,879,375</b>	<b>22,645,870</b>	<b>26,525,245</b>	<b>3,229,029</b>	<b>21,242,083</b>	<b>24,471,112</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 4,110,906</b>	<b>\$ 30,536,160</b>	<b>\$ 34,647,067</b>	<b>\$ 3,277,166</b>	<b>\$ 28,535,915</b>	<b>\$ 31,813,081</b>

(Note 1) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

**Definitions:**

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

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

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

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

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING STATEMENTS OF CASH FLOWS  
FOUR MONTHS ENDED OCTOBER 31, 2020 AND 2019**

	PERIOD ENDED 10/31/20			PERIOD ENDED 10/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 2,770,492	\$ 1,671,502	\$ 4,441,993	\$ 1,075,708	\$ 802,824	\$ 1,878,532
Cash payments to suppliers and contractors	(590,185)	(1,822,222)	(2,412,407)	(666,772)	(1,471,224)	(2,137,995)
Payments to employees	(2,923,924)	(3,733,695)	(6,657,619)	(2,555,831)	(3,359,548)	(5,915,379)
	<u>(743,617)</u>	<u>(3,884,415)</u>	<u>(4,628,033)</u>	<u>(2,146,895)</u>	<u>(4,027,948)</u>	<u>(6,174,842)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	7,128,287	7,128,287	-	4,731,340	4,731,340
CalHFA-State Administered Projects	-	35,690	35,690	-	-	-
Realignment	1,658,167	-	1,658,167	1,845,283	-	1,845,283
Housing & Community Development.-NPLH	(8,000)	-	(8,000)	-	-	-
	<u>1,650,167</u>	<u>7,163,978</u>	<u>8,814,145</u>	<u>1,845,283</u>	<u>4,731,340</u>	<u>6,576,623</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(86,515)	(39,068)	(125,583)	(112,297)	(7,399)	(119,696)
Principal paid on capital debt	(10,023)	-	(10,023)	(9,527)	-	(9,527)
Interest paid on capital debt	(13,530)	-	(13,530)	(14,026)	-	(14,026)
Intercompany-MHSA & TCMH	(35,456)	35,456	-	(408,781)	408,781	-
	<u>(145,525)</u>	<u>(3,612)</u>	<u>(149,136)</u>	<u>(544,632)</u>	<u>401,382</u>	<u>(143,249)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	25,906	129,466	155,372	55,341	270,421	325,762
	<u>25,906</u>	<u>129,466</u>	<u>155,372</u>	<u>55,341</u>	<u>270,421</u>	<u>325,762</u>
<b>Cash Flows from Reorganization Items</b>						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	(325,000)	-	(325,000)	(1,030,000)	-	(1,030,000)
	<u>(325,000)</u>	<u>-</u>	<u>(325,000)</u>	<u>(1,030,000)</u>	<u>-</u>	<u>(1,030,000)</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	461,932	3,405,417	3,867,349	(1,820,902)	1,375,196	(445,706)
<b>Cash Equivalents at Beginning of Year</b>	7,395,355	23,736,461	31,131,816	7,483,365	24,449,208	31,932,573
<b>Cash Equivalents at End of Month</b>	<u>\$ 7,857,287</u>	<u>\$ 27,141,878</u>	<u>\$ 34,999,165</u>	<u>\$ 5,662,462</u>	<u>\$ 25,824,404</u>	<u>\$ 31,486,867</u>

**Definitions:**

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

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

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**ACTUAL TO BUDGET COMPARISON**  
**FOUR MONTHS ENDING OCTOBER 31, 2020**  
**(UNAUDITED)**

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 1,284,110	\$ 1,410,971	\$ (126,861)	\$ 1,127,844	\$ 1,511,619	\$ (383,775)	\$ 2,411,954	\$ 2,922,589	\$ (510,636)
Medi-Cal FFP Prior Year	73,963	-	73,963	39,756	-	39,756	113,718	-	113,718
Medi-Cal SGF-EPSDT	268,398	533,057	(264,659)	203,229	352,098	(148,870)	471,627	885,155	(413,529)
Medi-Cal SGF-EPSDT Prior Year	(13,444)	-	(13,444)	30,295	-	30,295	16,851	-	16,851
Medicare	333	1,000	(667)	607	467	141	940	1,467	(527)
Patient fees and insurance	140	833	(693)	-	-	-	140	833	(693)
Grants and contracts	188,442	97,588	90,854	9,689	-	9,689	198,131	97,588	100,543
Rent income - TCMH & MHSA Housing	8,468	12,100	(3,633)	31,805	36,817	(5,012)	40,272	48,917	(8,644)
Other income	52,909	-	52,909	257	-	257	53,166	-	53,166
Provision for contractual disallowances	(133,881)	(188,486)	54,605	(116,293)	(184,538)	68,245	(250,174)	(373,024)	122,850
<b>Net Operating Revenues</b>	<b>1,729,436</b>	<b>1,867,063</b>	<b>(137,626)</b>	<b>1,327,188</b>	<b>1,716,462</b>	<b>(389,274)</b>	<b>3,056,624</b>	<b>3,583,525</b>	<b>(526,901)</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	2,625,191	2,781,021	(155,829)	4,126,670	4,354,402	(227,732)	6,751,861	7,135,422	(383,561)
Facility and equipment operating cost	185,368	234,246	(48,878)	393,648	489,247	(95,599)	579,015	723,493	(144,477)
Client program costs	112,431	40,029	72,402	809,349	403,326	406,023	921,780	443,355	478,426
Grants	-	-	-	34,786	26,667	8,119	34,786	26,667	8,119
MHSA training/learning costs	-	-	-	35,363	51,670	(16,307)	35,363	51,670	(16,307)
Depreciation	47,445	30,535	16,910	138,464	119,752	18,711	185,908	150,287	35,621
Other operating expenses	176,390	211,107	(34,717)	360,250	451,628	(91,378)	536,640	662,735	(126,095)
<b>Total Operating Expenses</b>	<b>3,146,825</b>	<b>3,296,937</b>	<b>(150,112)</b>	<b>5,898,529</b>	<b>5,896,692</b>	<b>1,838</b>	<b>9,045,354</b>	<b>9,193,629</b>	<b>(148,275)</b>
<b>OPERATING (LOSS)</b>	<b>(1,417,389)</b>	<b>(1,429,875)</b>	<b>12,486</b>	<b>(4,571,342)</b>	<b>(4,180,230)</b>	<b>(391,112)</b>	<b>(5,988,730)</b>	<b>(5,610,104)</b>	<b>(378,626)</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	1,658,167	1,218,448	439,719	-	-	-	1,658,167	1,218,448	439,719
MHSA Funding	-	-	-	12,401,929	13,246,166	(844,237)	12,401,929	13,246,166	(844,237)
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-	(8,000)	-	(8,000)
Interest (expense) income, net	(1,247)	8,996	(10,243)	59,703	110,667	(50,963)	58,456	119,663	(61,207)
<b>Total Non-Operating Revenues (Expense)</b>	<b>1,648,920</b>	<b>1,227,444</b>	<b>421,476</b>	<b>12,461,632</b>	<b>13,356,833</b>	<b>(895,200)</b>	<b>14,110,552</b>	<b>14,584,277</b>	<b>(473,725)</b>
<b>Special Item: Net reorganization income (expense)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ 231,532</b>	<b>\$ (202,430)</b>	<b>\$ 433,962</b>	<b>\$ 7,890,291</b>	<b>\$ 9,176,603</b>	<b>\$ (1,286,312)</b>	<b>\$ 8,121,822</b>	<b>\$ 8,974,173</b>	<b>\$ (852,350)</b>

**Definitions:**

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

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

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

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

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
FOUR MONTHS ENDING OCTOBER 31, 2020**

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

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

**MHSA**==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CAP/TECH PROGRAMS)

**Net Operating Revenues**

*Net operating revenues are lower than budget by approximately \$527 thousand for the following reasons:*

- 1 Medi-Cal FFP revenues for FY 2020-21 were \$511 thousand lower than the budget. Medi-Cal FFP revenues were \$127 thousand lower for TCMH and \$384 thousand lower for MHSA.** At TCMH, the adult program revenues were higher than budget by \$112 thousand and the children program revenues were lower by \$239 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$307 thousand and the Children and TAY FSP programs were lower by \$77 thousand. Additionally, as the results of the fiscal years 2015-16 and 2016-17 interim cost report settlements, \$40 thousand of prior years Medi-Cal FFP revenues were recorded to the current operations.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2020-21 were lower than budget by \$414 thousand of which \$265 thousand lower were from TCMH and \$149 thousand lower were from MHSA.** As was mentioned above, approximately \$17 thousand in prior years Medi-Cal SGF-EPSTD revenues were recorded due to the fiscal years 2015-16 and 2016-17 interim cost report settlements. SGF-EPSTD relates to State General Fund provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
  - > *Medi-Cal and Medi-Cal SGF-EPSTD revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled.*
- 3 Medicare revenues** are in line with 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 \$101 thousand. Grants and Contracts are \$91 thousand higher for TCMH and \$10 thousand higher for MHSA.** At TCMH, the higher revenues were due to the 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 \$9 thousand. The rental income represents the payments collected from the tenants staying at the Tri-City apartments on Pasadena and at the MHSA houses on Park Avenue and Baseline Rd.**
- 6 Provision for contractual disallowances** for fiscal year 2020-21 is \$123 thousand lower than budget due to lower revenues.

**Operating Expenses**

*Operating expenses were lower than budget by \$148 thousand for the following reasons:*

- 1 Salaries and benefits** are \$384 thousand lower than budget and of that amount, salaries and benefits are \$156 thousand lower for TCMH operations and are \$228 thousand lower for MHSA operations. These variances are due to the following:
  - TCMH salaries** were lower than budget by \$46 thousand. Direct clinical salaries were lower than budget by \$123 thousand, support services and administrative salaries were higher than the budget by \$77 thousand. Benefits are lower than budget by \$110 thousand due to lower various insurances.
  - MHSA salaries are lower than budget by \$167 thousand. The direct program salary costs are lower by \$98 thousand due to vacant positions and the administrative salary costs are lower than the budget by \$69 thousand.** Benefits are lower than budget by \$61 thousand. Of that, health insurance is lower by \$105 thousand, state unemployment is lower by \$29 thousand, workers compensation is lower by \$18 thousand. These lower costs are offset by the higher retirement contributions due to the annual payment of the CalPers unfunded accrued liability in July.
- 2 Facility and equipment operating costs** were lower than budget by \$144 thousand. Facility and equipment operating costs were \$49 thousand lower for TCMH and \$95 thousand lower for MHSA.
- 3 Client program costs** are higher than the budget by \$478 thousand. This included a payment of \$396 thousand to the City of Pomona-Hope for Home Year-Round Emergency Shelter for which the amount was budgeted and spread out throughout the fiscal year

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
FOUR MONTHS ENDING OCTOBER 31, 2020**

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

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

**MHSA**==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CAP/TECH PROGRAMS)

- 4 **Grants for fiscal year 2020-21** awarded under the Community Wellbeing project are higher than budget by \$8 thousand due to timing.
- 5 **MHSA learning and training costs** are lower than the budget by \$16 thousand.
- 6 **Depreciation** is higher than budget by \$36 thousand.
- 7 **Other operating expenses** were lower than budget by \$126 thousand of which \$35 thousand lower was from TCMH and \$91 thousand lower was from MHSA. At TCMH, personnel recruiting fee, attorney fee and professional fees are all lower than the budget. For MHSA, professional fees are lower than the budget by \$85 thousand, attorney fees are lower by \$19 thousand and personnel recruiting fees are lower by \$12 thousand. These lower costs are offset by higher security expense.

**Non-Operating Revenues (Expenses)**

**Non-operating revenues, net, are lower than budget by \$474 thousand as follows:**

- 1 **TCMH non-operating revenues are \$421 thousand higher than the budget. Of that, realignment fund is higher than the budget by \$440 thousand.** Interest income netted with interest expense is lower by \$10 thousand. Housing and Community Development revenue is lower by \$8 thousand. In August, Tri-City refunded the amount to the California Department of Housing, the un-used balance of the original \$100 thousand funded to Tri-City for the No Place Like Home project.
- 2 **MHSA non-operating revenue is \$844 thousand lower than the budget.** In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 10,712,194	\$ 10,712,194	\$ -
<b>PEI funds received and available to be spent</b>	1,373,297	2,217,534	(844,237)
<b>WET funds received and available to be spent</b>	-	-	-
<b>CAP/TECH funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	316,438	316,438	-
<b>Non-operating revenues recorded</b>	<u>\$ 12,401,929</u>	<u>\$ 13,246,166</u>	<u>\$ (844,237)</u>

**CSS and INN recorded revenues are in line with the budgets.**

**PEI recorded revenue is lower than budget by \$844 thousand.** The difference is due to the amounts received and available for the PEI plan through October 2020. The additional funds received during the fiscal year 2020-21 will be recorded as revenue up to the budgeted amount.

**Interest income for MHSA** is lower than budget by \$51 thousand.

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**FOUR MONTHS ENDED OCTOBER 31, 2020 AND 2019**

	PERIOD ENDED 10/31/20			PERIOD ENDED 10/31/19		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 1,176,413	\$ 1,036,747	\$ 2,213,160	\$ 1,288,929	\$ 976,933	\$ 2,265,862
Medi-Cal FFP FYE Prior Year	68,939	33,941	102,881	-	-	-
Medi-Cal SGF-EPSTD	247,237	183,846	431,083	310,262	192,718	502,979
Medi-Cal SGF-EPSTD Prior Year	(13,444)	30,295	16,851	-	-	-
Medicare	333	607	940	1,241	985	2,226
Realignment	1,658,167	-	1,658,167	1,240,570	-	1,240,570
MHSA funds	-	12,401,929	12,401,929	-	10,842,781	10,842,781
Grants and contracts	188,442	9,689	198,131	3,486	9,799	13,285
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Patient fees and insurance	140	-	140	1,031	-	1,031
Rent income - TCMH & MHSA Housing	8,468	31,805	40,272	11,336	28,703	40,039
Other income	52,909	257	53,166	533	275	808
Interest Income	12,283	59,703	71,986	35,638	180,947	216,585
<b>Total Revenues</b>	<b>3,391,887</b>	<b>13,788,820</b>	<b>17,180,707</b>	<b>2,893,026</b>	<b>12,233,141</b>	<b>15,126,166</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	2,625,191	4,126,670	6,751,861	2,288,245	3,687,924	5,976,169
Facility and equipment operating cost	185,368	393,648	579,015	247,511	501,043	748,554
Client lodging, transportation, and supply expense	115,350	818,156	933,506	45,550	225,168	270,718
Depreciation	47,445	138,464	185,908	29,040	116,954	145,994
Interest expense	13,530	-	13,530	14,026	-	14,026
Other operating expenses	173,472	421,592	595,064	220,515	408,220	628,735
<b>Total Expenses</b>	<b>3,160,355</b>	<b>5,898,529</b>	<b>9,058,885</b>	<b>2,844,888</b>	<b>4,939,308</b>	<b>7,784,196</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>231,532</b>	<b>7,890,291</b>	<b>8,121,822</b>	<b>48,138</b>	<b>7,293,832</b>	<b>7,341,970</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	3,879,375	22,645,870	26,525,245	3,229,029	21,242,083	24,471,112
<b>NET POSITION, END OF MONTH</b>	<b>\$ 4,110,906</b>	<b>\$ 30,536,160</b>	<b>\$ 34,647,067</b>	<b>\$ 3,277,166</b>	<b>\$ 28,535,915</b>	<b>\$ 31,813,081</b>

**NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.**

**Definitions:**

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

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

**DATE:** December 16, 2020

**TO:** Governing Board of Tri-City Mental Health  
Toni Navarro, LMFT, Executive Director

**FROM:** Nancy Gill, Chief Operations Officer/ HIPAA Privacy Officer

**SUBJECT:** Monthly Operations Report

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**THERAPEUTIC COMMUNITY GARDEN (TCG) PROJECT**

The development phase is underway for the TCG garden project. On November 6, 2020, Landscape Engineer Lacey Withers participated in a virtual meeting with the Facilities Manager, Chief Operations Officer, Chief Clinical Officer, Executive Director, and Clinical Program Manager for the Therapeutic Community Garden and her staff. The group reviewed and discussed the garden design before the construction begins.

Withers & Sandgren are working on the construction document package and it is expected that Management will receive it around December 22, 2020. After the construction document package is approved by Management, RKA Consulting will then complete a utility plan for water, sewer and electrical features. The design/construction document package will then be submitted to the City of Pomona for approval.

**PROPERTY AND LIABILITY SURVEY**

On November 6, 2020 the property and liability survey was completed for 2008 N. Garey Ave and 786 N Park Ave facilities. The Facilities Manager, Facilities Coordinator and Chief Operations Officer met with David Cocks, ARM, ALCM a Contractor with Alexander & Schmidt. Tri-City's insurance carrier Philadelphia Insurance Company arranged this property survey for their policy holders this year. The purpose of this survey was to gather information about Tri-City's buildings, contents, operations and staff training for emergency planning and response and procedures to initiate or shut-down equipment in response to an emergency.

Contractor was provided all the information and documents requested and received on-site tours of each of the facilities. At this time, the survey results have not been received. However, after the completion of the tours, the Contractor did comment to the team that he was impressed with the conditions of the buildings and staff training and materials.



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

**DATE:** December 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

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### **ACCESS TO CARE**

The Access to Care team processed a total of 176 service requests for adults in the month of November. In terms of request type, 6 were walk-in service requests, 166 were called-in, there were 2 SRTS referrals, there was 1 in-writing referral and 1 FSP/FCCS referral. There was a total of 22 service requests that were hospital discharges.

As for the Children's location, there was a total of 76 service requests received at the Royalty location for children and TAY in the month of November. Of the 76 service requests, 1 was a walk-in, 46 were called-in, 27 were in-writing referrals, 1 FSP referral and 1 was an SRTS referrals. There were 4 hospital discharges.

Additionally, The Access to Care team Manager is currently attending monthly Health Access Workshop meetings organized by Healthy in Pomona. This is a monthly meeting that is focused on improving access to healthcare and resources to Pomona residents. She is also attending monthly Pomona Reentry Region Steering Committee Meeting along with being a part of the Integrated Health Committee

### **CHILD AND FAMILY TEAM**

The three programs- outpatient, Full Service Partnership and Early Psychosis, are continuing to move forward. The six new hires that started about 4 months ago are all on track, have met 3-month probation, and are completing intakes. The increase in intake slots has helped the overall system of care bringing the unit closer to the state requirements for timeliness and access to services.

The FSP team continues to remain fully staff and creatively serve high risk cases with a hybrid of field, in office, and video appointments as needed. Clients have been responsive to in person appointments reporting decrease in symptoms and increase in feeling supported. For example, last month one of our TAY clients that was experiencing a lot of stressors at home and displaying symptoms was able to come in for an in-office appointment. She was able to sit in the lobby with her laptop, have quiet time, relax and able to participate in a family group in the evening. The "quiet time" she spent in the office helped to feel her at ease and openly participate in a family session later.



## **THERAPEUTIC COMMUNITY GARDEN**

Last month, the Therapeutic Community Garden team delivered approximately forty-five pounds of pomegranates to the Wellness Center for their Senior Harvest Festival and Resource Fair. We are happy to report that through this donation twenty community members received an organic harvest from the Therapeutic Community Garden. We are thrilled to continue to collaborate with other departments to outreach residents of the three cities and highlight the benefits to having a community garden within the agency.

On November 5th, the team hosted the first external workshop of the fiscal year, Nature Nurtures, a virtual presentation for the residents of the Mt. San Antonio Gardens in Pomona. Adults 65+ joined Sara and Andrea for a step by step activity in creating a personalized terrariums. Ten of the residents joined via Zoom video conference while other residents joined through Mt. San Antonio Garden's private channel. This interactive activity was a way to bring nature to the community, and add a piece of greenery into each individual's home. The team coordinated with the center to provide each resident a kit and printed after-care instructions for the workshop

## **SUCCESS STORY-Clinical Wellness Advocates**

Tri-City MHA Clinical Wellness Advocates have been working hard logging in 560 hours of service to the community in November 2020. Some of their many things they helped our clients achieve in November are noted below:

- Client has accepted to attend outpatient service and has not cut herself for almost 3 months.
- Client started to work
- Client shared her Recovery Story at Mental Health Commission meeting
- Client voted
- Client's father was able to connect with Regional Center and set an appointment for his son to be evaluated in order to see if his son can receive services from Regional center.
- Client took initiative and acquired future housing information on her own.
- Client went out to get much needed medical attention.
- Client committed to hiking two times a week with a close friend.
- Client decided to leave her ex, and moved on with someone who treats her very well.
- Client completed paperwork and mailed it out on time.
- Client has been consistent with Substance Abuse treatment program.
- Client's mother was able to advocate for herself and her son by contacting section 8 housing case worker to report her property manager.
- Client opened up about their confusion about how they feel about their own gender.
- Client gained insight about her behavior and admitted that she is behaving impulsively.
- Client is able to manage his own money on his own without mom being payee.

**Governing Board of Tri-City Mental Health Authority**  
**Toni Navarro, LMFT, Executive Director**  
**Monthly Staff Report of Angela Igrisan**  
**December 16, 2020**  
**Page 3**

- Client is able to voice his concerns to the team and share when he's having SI thoughts he calls the crisis line to receive assistance.
- Client is paying Tri-City back for hotel fees.
- Client moved into her new apartment, transferred to a new Mental Health agency and is adjusting well.
- Client went from not taking medication, to now letting team know they need a referral before they run out.
- Client is staying in residential, usually he checks out by now.
- Client is now able to tell parents what she wants out of treatment.
- Client went from living on the streets to now agreeing to go to H4H.
- Client didn't want therapy service but now is engaging.
- Client is able to go on Ring Central without parent being in the room with her.
- Client is able to share when she's hearing voices with family so they can assist and support her.
- Client was able to share with team and Doctor isn't meeting his needs and asked for a change of providers.



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

**DATE:** December 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

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Medication support/crisis management staff continue to provide in-person services to our community during COVID-19 pandemic. Services provided by Tri-City Intensive Outreach and Engagement team (IOET) and Supplemental crisis teams in November 2020 include:

- Number of all new outreach= 67
- Number client given intake appointments= 63
- Number of clients opened= 29
- Percentage of clients outreached that are homeless= 52%
- Percentage of clients enrolled this month in formal services that are homeless= 31%

Staff also continue to prioritize the overall health and well-being of persons enrolled in Tri-City services. In the past month, the Medication Support team completed 24 initial health assessments and linked 22 clients to primary care appointments.

Tri-City's after hours supplemental crisis services team was busier than usual in the past month receiving a total of 23 calls. Many of those calls were out Tri-City's immediate catchment area; however, represent the growing need for easily accessible mental health support in this very challenging time. Currently, the Crisis Outreach/Medication Support Services Manager, who oversees Tri-City's after hours supplemental crisis line, and the Child/Family Services Department Program Manager are meeting to discuss ways to promote Tri-City's after hours support with the local Pomona DCFS office and three cities school districts, as well as other youth services partners, to insure local children, youth and families being affected emotionally and psychologically by the impacts of the COVID-19 pandemic are aware of the support that is available to help them.



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

**DATE:** December 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

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### **ETHNIC SERVICES**

Starting in late November, and ending early December, all Tri-City staff attended a training related to cultural justice, equity, diversity, and inclusion and ways to engage in difficult conversations with the goal of becoming an anti-racist organization. This training was provided by Dr. Allen Lipscomb, a professor from California State University, Northridge. The training was aimed at raising critical consciousness when engaging in conversations about implicit biases and microaggressions within the organization. The training provided tools, techniques, and skills to utilize to hold oneself and others accountable as it relates to truly practicing justice, equity, diversity, and inclusion. The training built upon existing knowledge on implicit and explicit biases to shift behavior. During the training Staff engaged in small group experiential activities to practice skills learned during the training. The training was well received by staff.

#### African American Family and Wellness Advisory Council (AAFWAC)

AAFWAC is planning to host a webinar during Black History Month on health and nutrition among African Americans/Blacks.

#### ¡Adelante! And LGBTQ+ Wellness Advisory Council

Both Councils met virtually via RingCentral in the month of November. During the meeting, participants were provided an overview of Tri-City's website. Participants provided feedback on the accessibility of the website which included images used, resources and language capacity as it relates to their perspective communities.

### **MHSA COMMUNITY PLANNING PROCESS**

As the country continues to experience the uncertainty of this global pandemic, frequent communication with community members and stakeholders becomes critical. In response to this need, weekly emails are distributed to provide residents, providers, consumers and family members with information regarding free webinars and trainings focused on a variety of topics including strategies to build resiliency among children and families who have experienced trauma, and how to promote awareness and action to prevent suicide.

Through these virtual webinars, Tri-City is able to continue to engage stakeholders by providing both educational and supportive information to community members during these challenging times.

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

### Peer Mentor Program

Staff and peer mentors have researched and created a presentation titled, “*Positive Coping Skills During COVID*”. The presentation will focus on common mental health themes, positive coping skills and local resources. The webinar is for community members and will be held on December 17th. Staff will continue to connect with local organizations and schools to provide updated information regarding the program and referral process.

### Stigma Reduction

Program staff are working on a suicide prevention presentation: “Let’s Talk-Suicide is Preventable” and it will take place on Tuesday, Dec. 15th in Spanish and Thursday, Dec. 17th in English. This is a collaboration with City of Pomona’s COVID-19 Action committee, Cal Poly, and National Council on Alcohol and Drug Dependence (NCADD). This community discussion will include personal stories from members of the Action Committee and a Tri-City speakers’ bureau, Courageous Minds, member; along with information on how to identify, communicate with, help/support, and link someone to resources who may have thoughts of suicide.

In collaboration with the Peer Mentor Program, staff are planning a virtual art gallery that will take place in March 2021 during Green Ribbon Week (GRW). Planning, connecting with local artists and creating a gallery theme will start over the next few weeks and outreach will start in January 2021. Green Ribbon is the symbol of awareness about mental health and stigma reduction associated with mental health challenges. GRW is a part of Tri-City’s stigma reduction campaign that takes place during the third week of March. During GRW Tri-City’s goal is to bring awareness about mental health, encourage conversations about your mental health and wellness and educate communities with the goal of reducing stigma.

## **WELLNESS CENTER**

The Wellness Center is now hosting over 30 virtual support groups. The Family Wellbeing program distributed turkeys to ten families in need during the week of Thanksgiving. The families received a turkey, a pie, along with fixings and utensils to prepare the meal. The Employment Division continues to assist individuals with their job searches by helping them with their resumes and getting them interview ready via mock interviews. The Wellness Center will be hosting its annual tree lighting event on December 18th from 3:00 pm until 5:00 pm via the virtual platform.



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

**DATE:** December 16, 2020

**TO:** Governing Board of Tri-City Mental Health Center  
Toni Navarro, LMFT, Executive Director

**FROM:** Natalie Majors-Stewart, Chief Compliance Officer

**SUBJECT:** Monthly Best Practices Report

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## **COMPLIANCE & BEST PRACTICES**

### Policy & Process Development

Collaboration among various agency departments and programs is in progress in order to develop policies and procedures that will more formally establish guidelines for Telehealth Service Provision.

### Pomona Vision 2030 (PV2030)

The Tri-City PV2030 project leads have continued to collaborate with project partners (Tri-City Mental Health Authority, The Pomona Community Foundation, Bright Prospect and The Fairplex) towards developing and planning the project's quarterly community meetings. These meetings are designed to involve the community in the direction of the project, and the first quarterly meeting was held on December 10, 2020.

## **AUDITS, DATA, MONITORING & EVALUATION**

### 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 data quality reviews and reports to various programs to help monitor the quality of information entered into Tri-City's electronic health record and program databases. Data quality reviews help to ensure that data is complete and correct for program reports.

### Data Collection, Analysis and Reporting

A survey was created for the ACEs (Adverse Childhood Experiences) Aware grant. The information assists the presenters to ascertain whether attendees: 1) have a greater understanding of ACEs; 2) can introduce and integrate ACEs screening, and 3) intend to make changes in their practice as a result of ACEs knowledge.

A new tool was developed in the electronic health record that allows for more efficient data tracking for the Community Navigators and the work they are doing with Measure H funding. This tool will help improve the reporting process to better track the needs of those the Navigators meet with, as well as what assistance is being requested and provided during the COVID-19 pandemic.

## **TRAININGS**

The QA Team provided several trainings in the month of November, which included:

- Training for Clinical programs on intake/assessment process enhancements for client transfers and readmissions.
- Training materials for the Full-Service Partnership (FSP) Adult/Older Adult Program leadership team on documenting strength-based assessments and progress notes.
- Training for student interns and preceptors on the updated Notice to Psychotherapy form for unlicensed/unregistered practitioners.
- A training video was created for clinical program staff on the steps for completing an FSP intra-program transfer.
- Documentation training for new hires and student interns