www.tricitymhs.org

Tri-City Mental Health Authority
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Founded by Pomona, Claremont, and La Verne in 1960

AGENDA

GOVERNING BOARD / MENTAL HEALTH COMMISSION
REGULAR JOINT MEETING

WEDNESDAY, MAY 19, 2021
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 clink on the following link:

https://webinar.ringcentral.com/webinar/register/WN_8Y_GiMW9T3Ch39HP2L1E0w

Or you may call: 1 (213) 250-5700
Webinar ID: 149 122 1077

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

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

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

CALL TO ORDER

Chair Carder calls the meeting to Order.

GOVERNING BOARD ROLL CALL

Board Member Carolyn Cockrell, Board Member Paula Lantz, Board Member John Nolte, 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 Twila Stephens, Commissioner Alfonso Villanueva, Toni L Watson, Commissioner David Weldon, and Commissioner Davetta Williams; Vice-Chair Wray Ryback; and Chair Anne Henderson.

POSTING OF AGENDA

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

NEW BUSINESS - GOVERNING BOARD

1. CONSIDERATION OF RESOLUTION NO. 579 AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT ON BEHALF OF TRI-CITY MENTAL HEALTH AUTHORITY THE FINAL BANKRUPTCY PAYMENT TO THE DEPARTMENT OF HEALTH CARE SERVICES IN THE SUM OF $200,512 AND TO THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH IN THE SUM OF $130,551

Recommendation: "A motion to adopt Resolution No. 579 authorizing the Executive Director to Submit on Behalf of Tri-City Mental Health Authority the final bankruptcy payment to the Department of Health Care Services in the amount of $200,512 and to the Los Angeles County Department of Mental Health in the amount of $130,551."

MENTAL HEALTH COMMISSION

2. APPROVAL OF MINUTES FROM THE APRIL 13, 2021 REGULAR MENTAL HEALTH COMMISSION MEETING

Recommendation: "A motion to approve the Mental Health Commission Minutes of its Regular Meeting of April 13, 2021."

3. CONSIDERATION TO RECOMMEND TO TCMHA GOVERNING BOARD TO APPROVE THE EXPENDITURE OF $300,436.00 FROM ITS CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS TO IMPLEMENT A NEW ELECTRONIC HEALTH RECORD (EHR) SYSTEM AND A NEW CLIENT REFERRAL MANAGEMENT PLATFORM

Recommendation: "A motion to recommend to the Governing Board to approve the expenditure of $300,436.00 from its CFTN Plan Funds to implement a new Electronic Health Record (EHR) system, and a new client referral management platform."

4. PUBLIC HEARING FOR THE MENTAL HEALTH SERVICES ACT (MHSA) INNOVATION PLAN UPDATE EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

A. Open the Public Hearing

B. Overview and Explanation of the MHSA Innovation Plan Update

C. Public Comment

D. Close the Public Hearing

E. Decide on a Recommendation to the Governing Board about the MHSA Innovation Plan Update

Recommendation: "A motion to recommend to the Governing Board to approve the MHSA Innovation Plan Update effective July 1, 2021 through June 30, 2024."

CONSENT CALENDAR – GOVERNING BOARD

5. APPROVAL OF MINUTES FROM THE APRIL 21, 2021 GOVERNING BOARD REGULAR MEETING

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of April 21, 2021."

6. CONSIDERATION OF RESOLUTION NO. 580 ESTABLISHING TRI-CITY MENTAL HEALTH AUTHORITY SUPPLEMENTAL PAID SICK LEAVE POLICY NO. I.22 EFFECTIVE RETROACTIVE TO JANUARY 1, 2021

Recommendation: "A motion to adopt Resolution No. 580 establishing a Supplemental Paid Sick Leave Policy No. I.22 effective retroactive to January 1, 2021."

NEW BUSINESS CONTINUED - GOVERNING BOARD

7. CONSIDERATION OF RESOLUTION NO. 581 APPROVING THE MENTAL HEALTH SERVICES ACT (MHSA) INNOVATION PLAN UPDATE EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Recommendation: "A motion to adopt Resolution No. 581 approving the MHSA Innovation Plan Update effective July 1, 2021 through June 30, 2024, as recommended by the Mental Health Commission."

8. CONSIDERATION OF RESOLUTION NO. 582 AUTHORIZING THE EXPENDITURE OF $300,436.00 FROM ITS CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS TO IMPLEMENT A NEW ELECTRONIC HEALTH RECORD (EHR) SYSTEM AND A NEW CLIENT REFERRAL MANAGEMENT PLATFORM

Recommendation: "A motion to adopt Resolution No. 582 authorizing the Expenditure of $300,436.00 from its CFTN Plan Funds to implement a new Electronic Health Record (EHR) system, and a new client referral management platform."

9. CONSIDERATION OF RESOLUTION NO. 583 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MASTER CLOUD SERVICES AND NETWORK MANAGEMENT AGREEMENT WITH UNITE USA, INC. FOR USE OF ITS SOFTWARE VIA THE PUBLIC INTERNET FOR THREE YEARS IN THE AMOUNT OF $75,000 EFFECTIVE JULY 1, 2021

Recommendation: "A motion to adopt Resolution No. 583 approving a 3-year Master Cloud Services and Network Management Agreement with Unite USA, Inc. in the amount of $75,000 Effective July 1, 2021; and authorizing the Executive Director to execute it."

10. CONSIDERATION OF RESOLUTION NO. 584 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH COMMUNITY TRANSLATIONAL RESEARCH INSTITUTE/PUBLIC HEALTH FOUNDATION ENTERPRISES INC. DBA HELUNA HEALTH TO COLLABORATE IN ESTABLISHING PRACTICAL EXPERIENCE TO CLAREMONT GRADUATE UNIVERSITY STUDENTS/ INTERNS AND HEALTH COACH/NAVIGATORS

Recommendation: "A motion to adopt Resolution No. 584 approving MOU with Community Translational Research Institute (CTRI)/Public Health Foundation Enterprises Inc. (PHFE) dba Heluna Health; and authorizing the Executive Director to execute it."

MONTHLY STAFF REPORTS

11. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

12. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

13. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

14. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

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

16. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Recommendation: "A motion to receive and file the month of May 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. 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, June 8, 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, June 16, 2021 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 19, 2021**

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. 579 Authorizing the Executive Director to Submit on Behalf of Tri-City Mental Health Authority the Final Bankruptcy Payment to the Department of Health Care Services in the Sum of $200,512 and to the Los Angeles County Department of Mental Health in the Sum of $130,551**

Summary

Tri-City's Executive Director is seeking the Governing Board's approval to make the final payment on the remaining bankruptcy debt which is payable to the California Department of Health Care Services and the Los Angeles Department of Mental Health.

Background

On February 13, 2004, Tri-City filed a petition under Chapter 9 of the Bankruptcy Code. The Bankruptcy ordered that any entity that wished to participate in any distribution under a Plan generally must either have been properly listed by Tri-City in its List of Creditors or have filed a proof of claim on or before June 24, 2004 (except for claims arising from executory contracts or expired leases rejected by Tri-City and other matters set forth in the Bankruptcy Court's order regarding the claims bar date). Tri-City presented a Plan for the Adjustment of Debts to the Bankruptcy Court on January 5, 2005 (also referred herein as the "Plan"). On December 12, 2006, an amended Plan was filed with the Court and subsequently confirmed by the Court on August 6, 2007. The order to confirm the Plan was filed on December 12, 2007 and the Plan became effective on July 18, 2008 after finalization of Tri-City's contract with the Los Angeles County Department of Mental Health (LAC DMH).

In accordance with the confirmed Plan, final claims payable by Tri-City resulted in Class 2 General Unsecured bankruptcy claims totaling $2,254,100, Class 3 Unsecured Claim by California Department of Mental Health (which is now The Department of Health Care Services or DHCS) totaling $6,601,182 and Class 4 Unsecured Claim by Los Angeles County Department of Mental Health totaling $4,298,010. During Fiscal Years 2009 through 2013, Tri-City made payments which represented 100% of the Class 2 claims. Beginning in 2013, Tri-City began making payments to the Class 3 and Class 4 claims.

Through Fiscal Year 2021 and to date, May 19, 2021, Tri-City has made payments representing 97% of the Class 3 and Class 4 claims leaving a total remaining balance of $331,063 ($200,512 to DHCS and $130,551 to LAC DMH). At this time, we ask that the Governing Board approve a payment to DHCS in the amount of $200,512 and $130,551 to LA DMH representing the final remaining bankruptcy debt.

Fiscal Impact

The final payments totaling $331,063 will be made with Tri-City's 1991 Realignment funds.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 579 authorizing the Executive Director to submit, on behalf of Tri-City Mental Health Authority, the final payment to the Department of Health Care Services in the amount of $200,512 and to the Los Angeles County Department of Mental Health in the amount of $130,551.

Attachments

Attachment 1-A: Resolution No. 579 - DRAFT

RESOLUTION NO. 579

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT ON BEHALF OF THE AUTHORITY THE FINAL BANKRUPTCY PAYMENTS TOTALING $331,063.00

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") 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.

B. On February 13, 2004, the Authority filed a petition under Chapter 9 of the Bankruptcy Code. On January 5, 2005, the Authority presented a Plan for the Adjustment of Debts to the Bankruptcy Court; which was amended on December 12, 2006 and confirmed by the Court on August 6, 2007. The order to confirm the Plan was filed on December 12, 2007, and the Plan became effective on July 18, 2008 after finalization of TCMHA's contract with the Los Angeles County Department of Mental Health (LACDMH).

C. In accordance with the confirmed Plan, the Authority had to pay Class 2 General Unsecured bankruptcy claims adding to $2,254,100; Class 3 Unsecured Claims by Department of Health Care Services (formerly California Department of Mental Health) adding to $6,601,182; and Class 4 Unsecured Claims by Los Angeles County Department of Mental Health in the amount of $4,298,010; which added together totaled $13,153,292.

D. During Fiscal Years 2009 through 2013, the Authority paid 100% of the Class 2 claims. In 2013, the Authority began to make bankruptcy payments to the Class 3 and Class 4 claims; and to date, there is a total remaining balance of $331,063.00.

E. The Authority desires to pay the bankruptcy debt in its entirety by making the final bankruptcy payments in the amount of $200,512 to the DHCS, and the amount of $130,551 to LACDMH; totaling $331,063.00.

2. Action

The Governing Board authorizes the Executive Director to submit, on behalf of the Authority, the final bankruptcy payments totaling $331,063.00.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 19, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:_____

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

MINUTES
REGULAR MEETING OF THE MENTAL HEALTH COMMISSION

APRIL 13, 2021 – 3:30 P.M.

The Mental Health Commission met in a Regular Meeting on Tuesday, April 13, 2021 at 3:32 p.m. via teleconference pursuant to California Governor Newson 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 Henderson called the meeting to order at 3:32 p.m.

ROLL CALL Roll call was taken by Executive Director Navarro.

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

ABSENT: Ethel Gardner
Davetta Williams

STAFF: Toni Navarro, Executive Director
Rimmi Hundal, Director of MHSA and Ethnics Services
Elizabeth Renteria, Chief Clinical Officer
Chris Anzalone, Workforce Education and Training Supervisor
Jennifer Phang, MHSA Wellbeing Supervisor
Hannah Sprague, Communications Coordinator
Veronica Awodu, Mental Health Rehabilitation specialist
Clanisha Johnson, Clinical Wellness Advocate I
Douglas Hughett, Wellness Advocate I
Kristi Romero, Clinical Wellness Advocate II
Daisy Martinez, Community Capacity Organizer
Bruce Truong, Community Navigator
Mica Olmos, JPA Administrator/Clerk

REGULAR BUSINESS

I. APPROVAL OF MINUTES FROM THE FEBRUARY 9, 2021 MENTAL HEALTH COMMISSION REGULAR MEETING

There being no comment, Vice-Chair Ryback, and Commissioner Reyes seconded, to approve the Minutes of the February 9, 2021 Regular Mental Health Commission Meeting. The motion was carried by the following vote: AYES: Board Member Liaison Cockrell; Commissioners Reyes, Stephens, Villanueva, Watson, and Weldon; Vice-Chair Ryback; and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Gardner and Williams.

II. APPROVAL OF MINUTES FROM THE MARCH 9, 2021 MENTAL HEALTH COMMISSION REGULAR MEETING

There being no comment, Commissioner Watson, and Commissioner Weldon seconded, to approve the Minutes of the March 9, 2021 Regular Mental Health Commission Meeting. The motion was carried by the following vote: AYES: Board Member Liaison Cockrell; Commissioners Reyes, Stephens, Villanueva, Watson, and Weldon; Vice-Chair Ryback; and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Gardner and Williams.

III. PRESENTATION

A. "RECOVERY MOMENTS" STORY

None presented.

B. ANTI-RACISM TRAINING FOR ALL TRI-CITY STAFF AND STRATEGY TO EXPAND COLLABORATION WITH THE COMMUNITY

Director MHSA and Ethnic Services Hundal reported that Tri-City has a Cultural Competency Plan which has been updated in the Three-Year plan and submitted to the state; that staff presented to Tri-City's Governing Board a Proclamation declaring racism is a public health crisis in our three cities; that there is more to do, and in line with this Tri-City has established an advisory council that comprises of our staff called Cultural Inclusion and Diversity Committee (CIDC) which meets on a monthly bases; that there are advisory councils within the CIDC which are comprised of both staff and community members to find out if there gaps in Tri-City's programming which are not meeting the cultural needs of that subcommittee. She then introduced Chris Anzalone, Workforce Education and Training Supervisor, who will discuss recent anti-racism trainings staff recently participated in.

Executive Director Navarro indicated that Tri-City, as a Medi-Cal provider, is required to have a Cultural Competency Plan in place, and that it has to be reviewed and renewed every three years; and that the Plan calls for training for the entire agency.

Workforce Education Training Anzalone stated that Tri-City has taken to heart becoming more culturally aware and anti-racist, noting that it wants to be as fully competent and fully able to have difficult conversations and create the culture around the term of JEDI –Justice, Equity, Diversity and Inclusion; therefore, Tri-City contracted Dr. Allen Lipscomb, who is extremely knowledgeable about racism, racial trauma, and has done extensive work and research and studies in a variety of different settings, to facilitate all of the staff conversations centered around our own implicit biases. He then explained the JEDI training schedule and also provided an overview of the training for all staff which included intragroup sessions and intergroup sessions; about cultivating authentic relationships; learning how to confront the uncomfortableness of having conversations that are difficult by 'calling in' versus 'calling out'; and how to assess and filter implicit biases so

that they impact the actual work we do as well as how to be anti-racist, pointing out that being anti-racist does not only mean that you are not racist, but also you are actively not accepting racism. He then explained the effective way of 'calling in' somebody; and shared an email from a staff member praising the training performed by Dr. Lipscomb.

Jennifer Phang, MHSA Wellbeing Supervisor and Chair of the Cultural Inclusion and Diversity Committee, provided an overview of CIDC noting that it is for the agency, for the community and for our staff; that CIDC evolved from Tri-City's former Cultural Competency Committee which was formed back in 2010. She then reported that with Tri-City having multiple departments, the CIDC is able to sustain through their feedback and input about increasing awareness of and access to mental health resources; promote the inclusion and representation of underserved and unserved communities; reduce mental health stigma within identified communities; build collaboration across departments; provide cultural competency, inclusion, and behavioral health equity trainings for staff and community members; and help develop and improve cultural competent and linguistically appropriate services, policies and materials.

Hannah Sprague, Communications Coordinator and Vice Chair of the Cultural Inclusion and Diversity Committee, provided information about the CIDC Wellness Advisory Councils which demonstrates the overall growth of CIDC and the reflection of how staff continue to promote Tri-City's mission to dismantle behavioral health barriers within, and build equity within our three cities. She then stated that these wellness advisory councils were an opportunity for Tri-City to form an alliance with community partners to help advocate for the mental health needs of specific targeted communities that we serve in our three cities, allowing us to expand membership to Tri-City's clients, their families, consumers, advocates, community members, and representatives of local organizations and service providers within our three cities that we collaborate with, to share their voices, their knowledge, and their collective experiences so that we can effectively respond to gaps in service and better identify the greatest needs and priorities related to mental health within their community, and that by doing so, they help Tri-City advocate for culturally competent services and provide guidance and recommendations; and that these councils are intended to create a safe space for all community members to come together and engage in open dialogue and learn authentic action around equity and inclusion, noting that each council has found a unique way to be able to educate and highlight their community, especially in how Tri-City can support them during COVID-19.

Veronica Awodu, Mental Health Rehabilitation Specialist, Chair of the African American Family Wellness Advisory Council (AAFWAC), indicated that this council was formed in December 2019.

Clanisha Johnson, Clinical Wellness Advocate I, Co-Chair of the African American Family Wellness Advisory Council (AAFWAC), stated that this council started with family members wanting to have a safe place to share their experiences as it related to mental health and wellbeing; that it also focuses on trauma in the African-American community; that they are currently reading the book titled 'Breaking The Chains Of Psychological Slavery'; and discussed their goals during May which is Mental Health Month that will promote awareness regarding the advisory council to let other people know that the community and local organizations can attend and promote different resources, and those that we have as well; that current activities and events are posted on our social media; and named some of the local organizations that they are collaborating with, and the webinars they have hosted.

Douglas Hughett, Wellness Advocate I, Chair of the Resilience, Allies, Identity, Nurturing, Building equity, Open for all, and Wellness (RAINBOW) Advisory Council (LGBTQ+), reported that as peer mentor, he started four years ago a LGBTQ+ support group called 'Proud To Be Me.', that Christie Romero, was the co-facilitator of the I am 'proud to be me" support groups; that the RAINBOW Advisory Council started in September of 2020; that its goal is to reach out to both TAY and older LGBTQ+ individuals who identify within the community so that they could come together and gain support from one another and also to connect with local LGBTQ+ organizations to share their personal experiences with receiving care at Tri-City Mental Health. He then shared some of the current activities and events that the council is working on for mental health month which includes a webinar called 'Engaging In Difficult Conversations Within The LGBTQ+ Communities'; discussed the collaborations with local partners and the recent successes which includes having gender neutral bathrooms at all Tri-City locations and having all of Tri-City staff add their gender pronouns to their work email signatures to show that Tri-City is a very inclusive and LGBTQ friendly organization, noting that they are also working on adding any safe space logos to the Tri-City website.

Kristi Romero, Clinical Wellness Advocate II, Co-Chair of RAINBOW Advisory Council announced that during June pride month there will be some media posts and webinars, indicating that they will be possibly Ted talks and former recorded presentations.

Executive Director Navarro indicated that she had some giveaways planned for the council to giveaway during pride month. Director of MHSA and Ethnic Services Hundal added that staff is also working on having training for Tri-City staff on how to work with transgender individuals and not just as clients, but also with our colleagues.

Daisy Martinez, Community Capacity Organizer, Chair of the ¡Adelante! Latino and Hispanic (Latinx) Wellness Advisory Council, shared that it was formed in September of 2020 and meets every second Thursday of the month; that it is open to anybody in the community, local partners, and Tri-City staff; that its goal is to create a space and an environment where individuals feel hope and empowered as a community member within the Latino and Hispanic community, so that they can have a voice and share their experiences or knowledge and provide feedback to Tri-City on mental health services; that members have reported that they feel very connected just by speaking Spanish during the meetings and that just really enjoy the conversations in Spanish. She then talked about the common themes that they have been sharing and discussing, including stigma, the barriers that this community faces, and the importance of belonging; that the council is going through a name change and are currently brainstorming about a more appropriate name; and discussed the collaborations with various local organizations and communities.

Bruce Truong, Community Navigator, Chair of the Asian-American Pacific Islander (API) Wellness Advisory Council, announced that the API council is launching in May; he then acknowledged his colleagues who have done such a wonderful job introducing and leading their groups, noting that he hopes to adopt that same spirit and bring our community together; that the main goal is to embrace the API community and help introduce mental health services as an option for self-care and overall wellbeing; discussed the current outreach efforts, noting that they are on track to launch the first official meeting on May 11th, noting that May is the Asian Pacific Islander heritage month; that the API community has been spotlighted during this pandemic in an unflattering and abusive light and we want to be able to acknowledge and understand why this happens; reported that Tri-City Governing Vice-Chair Jed Leano reached out them wanting to come together and be a part of this space and will be joining them on a webinar to help lead this conversation.

Communications Coordinator Sprague announced that anyone can join any advisory council without having to identify within a specific community, noting that they are always looking for allies and to partner with diverse communities and organizations within our three cities; she then shared the CIDC email: cidc@tricitymhs.org, noting that all advisory council chairs and co-chairs are connected to this email address and encouraged everyone to share it with anyone who is looking for ways to bridge gaps in service and care, and build resilient partnerships with Tri-City.

Vice-Chair Ryback commented on the amazing work and wished good luck to the councils with its expansion; and inquired if there was a flyer with information about all of the different advisory councils so that she can share with the hospital. Communications Coordinator Sprague stated that the CIDC is working on a brochure where all the advisory councils are featured.

IV. EXECUTIVE DIRECTOR REPORT

Executive Director Navarro introduced Tri-City's new Chief Information Officer, Mr. Ken Riomales; and reported that Jessica Wong, had been Tri-City's Interim Chief Information Officer who conducted a full review and assessment of Tri-City's IT Department and structural organization in the agency around IT utilization and efficiency; that her report reached the same conclusion that Tri-City needed a Chief Information Officer in the executive team, since IT has become essential to the work of County behavioral health; and discussed the recruitment process for a COI.

Chief Information Officer Ken Riomales, indicated that he had over 20 years of IT experience and shared his experience in working with health organizations, noting his familiarity with all of the different initiatives in the organization; he expressed being excited about Tri-City's future and for the opportunity to help bring better awareness and assist in our abilities to better serve our community; and encouraged everyone to contact him if his help is needed.

Discussion ensued regarding security being priority around information technology, data, and operational uptime, to make sure that Tri-City maintains its integrity and is not vulnerable for any kind of cyber-attack.

Executive Director Navarro expressed appreciation for consultant Jessica Wong for doing such an amazing job of helping Tri-City move forward, not only being prepared for the new landscape of behavioral health, but she had joined Tri-City approximately six weeks before a worldwide pandemic, and she took purposefully the IT team and the whole agency into telehealth and telecommuting; that under her leadership Tri-City was able to secure funding from the state, recovering the majority of the unexpected costs to do the transition; and wished her the best of luck in her future endeavors.

Jessica Wong stated that she loved her time with Tri-City and wish all the best.

Executive Director Navarro reported that the California advancing innovation in Medi-Cal is a public initiative rolled out by the Department of Healthcare Services in California, in conjunction with California state legislature, to find ways to improve the efficiency and access of Medi-Cal services to all Medi-Cal recipients in California; that their guiding principles are guiding principles that Tri-City has already adopted and taken on in the last couple of years as we move forward and evolve to creating more access and better efficiency for our clients via better efficiency for Tri-City staff; that it has behavioral health components, and three or four of these components

really apply to Tri-City directly, including the change in medical necessity criteria and payment reform; and discussed what each these components entail.

COMMISSION ITEMS AND REPORTS

Commissioner Reyes reported that Jeremy Zimmerman had contacted each commissioner regarding branding for Tri-City; discussed LA City and the City of Pomona having to deal with youth issues such as drug prevention and, last week being national public health week, she indicated it would be great to be involved with the youth since Mr. Zimmerman still working on the branding.

Executive Director Navarro concurred with Commissioner Reyes comment and indicated that currently we have a recruitment for Mental Health Commission membership, which included reaching out to two large youth groups in the area to encourage them to apply because she would like to have couple of youth representatives, 18 years old or older, in Tri-City's commission.

Discussion ensued regarding advertising the recruitment, the qualifications and application process for membership to the Mental Health Commission.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

At 4:57 p.m., on consensus of the Mental Health Commission its Regular Meeting of April 13, 2021 was adjourned. The Mental Health Commission will meet next in a Regular Joint Meeting with the Governing Board to be held on Wednesday, May 19, 2020 at 5:00 p.m. via teleconference due to the COVID-19 pandemic.

_____
Micaela P. Olmos, JPA Administrator/Clerk

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 19, 2021**

TO: **Tri-City Mental Health Authority Mental Health Commission**

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

SUBJECT: **Consideration to Recommend to Tri-City's Governing Board to Approve the Expenditure of $300,436.00 from its Capital Facilities and Technological Needs (CFTN) Plan Funds to Implement a new Electronic Health Record (EHR) System and a new Client Referral Management Platform**

Summary:

Staff is seeking Mental Health Commission approval to recommend the proposed Capital Facilities and Technological Needs (CFTN) project to Tri-City's Governing Board for approval and adoption. The CFTN project proposes to expend existing MHSA funds assigned to Capital Facilities and Technological Needs in the amount of $300,436 to implement a new Electronic Health Record (EHR) system, as well as implement a client referral management platform.

Background:

TCMH has being using Welligent as its primary client information system since 2011. Since that time requirements at both federal and state levels regarding data collection, data reporting and easier access for clients to their records have increased remarkably. Due to impending and extensive federal requirements related to the finalization of legislation passed in 2020 known as the Cures Act Final Rule, as well as growing demand for tracking and reporting of client data and outcome measures, Welligent is no longer sufficient to meet the Agency's responsibilities.

Additionally, TCMH does not currently have a centralized referral management platform. At this time, that process is done manually by Tri-City's staff, which limits not only the resources staff is able to access in real time, but also may be inefficient in terms of the growing numbers of referrals as a result of the pandemic. Such a system would allow TCMH to ensure the quality of referrals delivered by TCMH, as well as allow for both increased transparency and follow-up from both the TCMH clinical and Community Navigator staff as well as the participants. Unite Us will be implemented as a pilot over the next 3 years within two departments of Tri-City that are primary access points to care and services: Access to Care and Community Navigators.

[Continued on page 2]

Fiscal Impact:

The implementation costs for both the EHR and the client referral platform will be funded by monies previously assigned to the Capital Facilities and Technological Needs Plan with approval by Governing Board in 2016-17 and 2018-19. This project utilizes current CFTN funds in the amount of $300,436 with allocation as follows:

1) Costs related to the implementation of a new EHR in the amount of $270,436.00
2) Costs related to the implementation of a client referral platform in the amount of $30,000.00

Recommendation:

Staff recommends that the Mental Health Commission recommend to the Governing Board to approve the expenditure of $300,436.00 from its CFTN Plan Funds to implement a new Electronic Health Record (EHR) system and a new client referral management platform.

Attachments:

Attachment 3-A: CFTN Plan Proposal 2020

Mental Health Services Act
Capital Facilities and Technological Needs Project Proposal

Subject:

Approval for the expenditure of funds in the amount of $300,436 as follows:

1) Cerner Electronic Health Record (EHR) system implementation costs at $270,436
2) Unite Us referral management platform costs at $30,000.

Summary:

Tri-City Mental Health (TCMH) intends to expend existing MHSA funds assigned to Capital Facilities and Technological Needs to implement a new Electronic Health Record system and client referral management platform.

The Office of the National Coordinator for Health Information Technology's (ONC) Cures Act Final Rule passed in 2020 is designed to empower patients with their health record in the modern health IT world. It supports seamless and secure access, exchange, and use of electronic health information. The rule is designed to give patients and their healthcare providers secure access to health information. It also aims to increase innovation and competition by fostering an ecosystem of new applications to provide patients with more choices in their healthcare. It calls on the healthcare industry to adopt standardized application programming interfaces (APIs), which will help allow individuals to securely and easily access structured electronic health information using smartphone applications. The rule includes a provision requiring that patients can electronically access all of their electronic health information (EHI), structured and/or unstructured, at no cost.

To meet the needs of the ONC rule, TCMH intends to migrate its current EHR platform from Welligent to the Cerner Electronic Health record platform. TCMH is seeking stakeholder approval for a portion of the implementation costs of the Cerner EHR platform.

Additionally, TCMH does not currently have a centralized referral management platform. Such a system would allow TCMH to ensure the quality of referrals delivered by TCMH, as well as allow for both increased transparency and follow-up from both the TCMH clinical and Community Navigator staff as well as the participants.

Background:

1) TCMH has being using Welligent as its primary client information system since 2011. The platform also handles client scheduling, call center, client check-in and payment collection, individual and group progress notes, clinical features including medication management, billing and reporting. Due to the extensive requirements of the ONC rule regarding interoperability, Welligent is no longer sufficient to meet the Agency's responsibilities.

Beginning January of 2020, the TCMH executive team has undergone an extensive request for proposal process to determine the best EHR platform to meet both the needs of the agency, as well as the regulatory requirements. The request for proposal process solicited bids from four platforms, with an extensive review conducted by a committee of clinical, MHSA, and operations staff resulting in Cerner as the best fit to meet all requirements.

In February 2021, Cerner produced a project quote and timeline that will result in a full transition of services to the Cerner platform by July of 2022.

2) Unite Us will be implemented as a pilot over the next 3 years within two departments of Tri-City that are primary access points to care and services: Access to Care and Community Navigators. Both of these teams are responsible to receive referrals for requests for treatment services and/or requests for basic needs necessary for well-being.

Tri-City's philosophy is that all referrals for services and needs outside of its system of care require review and diligence on the part of the staff in order to ensure that the referrals being given out are currently available and easily accessible to the person requesting assistance. At this time, that process is done manually by Tri-City's staff, which limits not only the resources staff is able to access in real time, but also may be inefficient in terms of the growing numbers of referrals as a result of the pandemic. The Unite Us platform will be piloted to see if the use of this electronic organized community network system not only increases the number and of persons served in regards to referrals and resources for care to support over well-being, but whether or not use of the platform serves to create a more comprehensive and connected network of community partners that results in quicker and more responsive services for persons in need throughout the three cities.

Capital Technological Needs Listing:

Technological Platform	Projected Funding
Cerner Electronic Health Record System Implementation	$270,436
Unite Us Platform Implementation	$30,000

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 19, 2021**

TO: **Tri-City Mental Health Authority Mental Health Commission**

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

BY: **Rimmi Hundal, Director of MHSA and Ethnic Services**
Dana Barford, MHSA Projects Manager

SUBJECT: **Public Hearing for the Mental Health Services Act (MHSA) Innovation Plan Update Effective July 1, 2021 through June 30, 2024**

Summary

This Mental Health Services Act (MHSA) Innovations (INN) project proposal, Restorative Practices for Improving Mental Health (RPIMH) effective July 1, 2021 through June 30, 2024, was posted on April 9, 2021 for a 30-day review process which ended on May 10, 2021. In addition, the Restorative Practices in Mental Health (RPIMH) Innovation project was submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) for concurrent technical assistance and feedback. Tri-City staff requests the Mental Health Commission to recommend the MHSA INN Plan Update to Tri-City's Governing Board for its approval and adoption.

Background

The Restorative Practices in Mental Health (RPIMH) Innovation project is proposing to combine, Sky Breathing, Trauma Informed Yoga, and Restorative Circles into a single course of treatment or healing aimed at addressing the deficits in mental and emotional support currently available in our three cities. Through the combined application of these three evidence-based practices, this project hopes to address the issues of retention and burnout for Tri-City staff in addition to improving the overall wellbeing of transition age youth and their support staff residing in the cities of Claremont, Pomona and La Verne.

Staff circulated a draft of the Innovation Plan by making a copy of the plan available on TCMHA website as well as promoting the posting on social media. Copies of the plan were also placed at the local community centers and the local libraries. Comments were welcomed via email, fax or phone. All comments received regarding this plan will be shared during a joint meeting of the Mental Health Commission and Governing Board held on May 19, 2021.

Stakeholder involvement is a critical component to the success of the MHSA Innovation process for Tri-City and staff continue to value and empower them throughout the community planning process. In preparation of this Innovation Plan, community members were invited to participate in stakeholder meetings and workgroups focusing on reviewing

current MHSA programming and identifying possible gaps in service. These workgroups helped to develop the newest proposal, Restorative Practices for Improving Mental Health.

Fiscal Impact

The Agency has funds available under MHSA INN Plan Component to support the INN Plan from July 1, 2021 to June 30, 2024.

Recommendation

Staff recommends that the Mental Health Commission recommend the INN Plan Update, Restorative Practices for Improving Mental Health (RPIMH), to the Governing Board for its approval and adoption.

Attachment

Attachment 4-A: MHSA Innovation Plan Update from July 1, 2021 through June 30, 2024

TRI·CITY
Mental Health

Restorative Practices for Improving Mental Health (RPIMH)

Breathe ~ Heal ~ Restore

MHSOAC
Mental Health Services
Oversight & Accountability Commission

MENTAL HEALTH SERVICES ACT · PROPOSITION 63 · CALIFORNIA

ATTACHMENT 4-A

INNOVATIVE PROJECT PLAN
RECOMMENDED TEMPLATE

COMPLETE APPLICATION CHECKLIST
Innovation (INN) Project Application Packets submitted for approval by the MHSOAC should include the following prior to being scheduled before the Commission:
☐ Final INN Project Plan with any relevant supplemental documents and examples: program flow-chart or logic model. Budget should be consistent with what has (or will be) presented to Board of Supervisors. *(Refer to CCR Title9, Sections 3910-3935 for Innovation Regulations and Requirements)*
☐ Local Mental Health Board approval Est Approval Date: 5/19/2021
☐ Completed 30 day public comment period Comment Period: 4/9/21-5/8/21
☐ BOS approval date Approval Date: _____ If County has not presented before BOS, please indicate date when presentation to BOS will be scheduled: 5/19/2021 *Note: For those Counties that require INN approval from MHSOAC prior to their county's BOS approval, the MHSOAC may issue contingency approvals for INN projects pending BOS approval on a case-by-case basis.*
Desired Presentation Date for Commission: 5/20/2021 via Delegated Authority ***Note: Date requested above is not guaranteed until MHSOAC staff verifies all requirements have been met.***

County Name: Tri-City Mental Health Authority

Date submitted: April 2021

Project Title: Restorative Practices for Improving Mental Health (RPIMH)

Total amount requested: $949,957

Duration of project: Three Years July 2021-June 2024

Purpose of Document: The purpose of this template is to assist County staff in preparing materials that will introduce the purpose, need, design, implementation plan, evaluation plan, and sustainability plan of an Innovation Project proposal to key stakeholders. *This document is a technical assistance tool that is recommended, not required.*

Innovation Project Defined: As stated in California Code of Regulations, Title 9, Section 3200.184, an Innovation project is defined as a project that "the County designs and implements for a defined time period and evaluates to develop new best practices in mental health services and supports". As such, an Innovation project should provide new knowledge to inform current and future mental health practices and approaches, and not merely replicate the practices/approaches of another community.

Section 1: Innovations Regulations Requirement Categories

CHOOSE A GENERAL REQUIREMENT:

An Innovative Project must be defined by one of the following general criteria. The proposed project:

- ☐ Introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention
- ☐ Makes a change to an existing practice in the field of mental health, including but not limited to, application to a different population
- ☒ Applies a promising community driven practice or approach that has been successful in a non-mental health context or setting to the mental health system
- ☐ Supports participation in a housing program designed to stabilize a person's living situation while also providing supportive services onsite

CHOOSE A PRIMARY PURPOSE:

An Innovative Project must have a primary purpose that is developed and evaluated in relation to the chosen general requirement. The proposed project:

- ☐ Increases access to mental health services to underserved groups
- ☒ Increases the quality of mental health services, including measured outcomes
- ☒ Promotes interagency and community collaboration related to Mental Health Services or supports or outcomes
- ☐ Increases access to mental health services, including but not limited to, services provided through permanent supportive housing

Section 2: Project Overview

PRIMARY PROBLEM

What primary problem or challenge are you trying to address? Please provide a brief narrative summary of the challenge or problem that you have identified and why it is important to solve for your community. Describe what led to the development of the idea for your INN project and the reasons that you have prioritized this project over alternative challenges identified in your county.

Tri-City Mental Health Authority (Tri-City) provides services to a community comprised of three very distinct cities – Claremont, La Verne, and Pomona. Not only do these cities vary by size and population, they also vary financially, by their views on mental health, and by their overall community cultures. However, since March 2020, the residents of these three cities have shared one common concern that has led to an increase in anxiety, depression, fear and overall stress: COVID-19.

According to Ginger.com, the leader in on-demand mental healthcare, prior to the onset on COVID-19 in 2020, 60% of workers reported that stress impacted them at work to the point of tears, which is a 23% increase from 2019 (Ginger, 2020). Those surveyed following the outbreak of COVID-19 indicated even significantly higher levels of stress including claims that this was the “most stressful time of their entire professional career.” Additional survey data indicates that although workers agree that their employers have increased its focus on employee mental health as a result of COVID-19, more can be done. Tri-City agrees with this statement and hopes to address this commitment to staff through this plan.

In addition to the stress and burnout experienced by mental health professionals, Transition Age Youth (TAY) ages 16-25, continues to be both a priority population and yet acknowledged, “difficult to engage” group for Tri-City Mental Health. Although the pandemic has impacted all age groups within the Tri-City area, studies have shown that it seems especially damaging to these vulnerable individuals including youth in foster care.

According to the American Psychological Association, “the potential long-term consequences of the persistent stress and trauma created by the pandemic are particularly serious for our country’s youngest individuals, known as Generation Z (Gen Z). Our 2020 survey shows that Gen Z teens (ages 13-17) and Gen Z adults (ages 18-23) are facing unprecedented uncertainty, are experiencing elevated stress and are already reporting symptoms of depression.” (Harris Poll, 2020)

Transition Age Youth, including those residing in foster care, or who identify as LGBTQ, experience an even greater impact on their lives including living conditions and basic standards of health, education, employment and well-being since the start of this pandemic.

This year-long exposure to elevated stress in mental health service providers compounded with the persistent anxiety and trauma found in the youth of our cities, has launched this mental and emotional health focused project to provide staff and youth in our communities with a menu of independent and self-selected trainings which are easily accessible online and available in a group venue or independent study.

PROPOSED PROJECT

Describe the INN Project you are proposing. Include sufficient details that ensures the identified problem and potential solutions are clear. In this section, you may wish to identify how you plan to implement the project, the relevant participants/roles within the project, what participants will typically experience, and any other key activities associated with development and implementation.

A) Provide a brief narrative overview description of the proposed project.

Community engagement and collaboration have long been the driving forces behind the success of the projects and programs implemented by Tri-City Mental Health under the Mental Health Services Act. By engaging individuals who live and work within the three cities of Claremont, La Verne, and Pomona, Tri-City staff are able to create projects that reflect both the desire and needs of the communities we serve.

This long-standing alliance is the undertone of the **Restorative Practices for Improving Mental Health (RPIMH)** project which is comprised of a combination of three evidence-based practices, SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circles, which are typically delivered independently and address distinct elements related to physical health and emotional health of participants. Each of these practices are normally offered separately for a fee and as such, may not meet the individual needs of the participants. In addition, the cost is often times prohibitive for the disadvantaged youth we serve.

This project is proposing to combine these three practices into a single course of treatment or healing aimed at addressing the deficits in mental and emotional support currently available in this area. Two target populations are identified and will be engaged for this project: 1) Tri-City clinical and non-clinical staff who are experiencing the effects of COVID 19 leading to elevated stress and potential burnout; and 2) Transition Age Youth (TAY) ages 16-25, who reside within the Tri-City catchment area, including TAY who are at risk due to COVID-19, those who are residing in foster care, or identify as LGBTQ, as well as the staff that support them.

The three practices selected by the workgroup participants include:

SKY Breathing: an evidence-based practice that can help individuals reduce stress and clear their minds through a breath meditation. Improvements noted by researchers and participants include the areas of depression, stress, mental health, mindfulness, positive affect, and social connectedness in addition to better quality of sleep. Researchers have shown that each emotion is linked to a breathing pattern and when you change the way you breathe you can change how you feel.

Trauma Informed Yoga: which emphasizes the impact of trauma on the entire mind-body system and provides an approach to creating a safe and supportive space where participants can learn emotional regulation skills through connection with the breath and increased body awareness. Trauma-informed yoga will increase access to mental health services to underserved groups and help participants develop positive copying mechanisms and increase the quality of mental health services while decreasing the symptoms of depression, anxiety, and stress.

Restorative Practice Circles: used to bring together both offenders and victims in an attempt to repair damaged relationships through a process of accountability and forgiveness. The reasoning behind this concept is that when someone offends or hurts someone else, the offender can reflect on their harm to the victim and work towards reconciliation while taking a restorative approach to heal the transgression. Restorative circles have proven to be effective in a variety of educational and community settings. Circles are facilitated by

individuals who hold credentials including LCSW, MFT, retired educators, college students, community members and individuals with lived experience.

Through the combined application of these three evidence-based practices, this project hopes to address the issues of retention and burnout for Tri-City staff in addition to improving the overall wellbeing of transition age youth and their support staff residing in the cities of Claremont, Pomona and La Verne.

B) Identify which of the three project general requirements specified above [per CCR, Title 9, Sect. 3910(a)] the project will implement.

This project applies a promising community driven practice or approach that has been successful in a non-mental health context or setting to the mental health system.

C) Briefly explain how you have determined that your selected approach is appropriate. For example, if you intend to apply an approach from outside the mental health field, briefly describe how the practice has been historically applied.

Each of the three trainings, SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circles, have been implemented in a variety of settings but not as a "training package" used to address burnout in mental health professionals or to address trauma, depression, and anxiety in youth, including those who identify as LGBTQ, or reside in foster care.

SKY Breathing is typically taught either during an in-person training (pre COVID) or virtually. The length of time varies for each training but is typically delivered in a three-day timeframe. It can be longer for specific populations who may require additional time and support. This training is usually offered as a single method with instructors who are specifically trained in this practice.

Trauma Informed Yoga is also a specialty training that is offered in-person (pre COVID) or virtually. Instructors are also specifically trained in this practice which addresses and supports individuals who have experienced some form of trauma. Although there is a breathing component to this practice, the breath training is not as extensive or specific as SKY Breathing.

Restorative Practice Circle, also known as Restorative Justice, has historically been implement in the justice system and primarily focused on bringing together criminal offenders and their victims in an effort to encourage accountability and restitution or attempt to repair the damage done by the crime. This practice seeks to make a cultural shift from a punitive model to a restorative model. Restorative circles have also proven to be successful in

educational settings as well where these skills are useful in helping student to build positive relationships and learn to support one another.

This project is proposing to combine these three practices into a single course of treatment or healing aimed at addressing the deficits in mental and emotional support currently available in this area.

D) **Estimate the number of individuals expected to be served annually and how you arrived at this number.**

This project intends to serve approximately 360 individuals over a three-year period. The following represents a projection of the number served and trained over the life of the project. However, these numbers are subject to change based on current and future COVID-19 restrictions and participation.

Tri-City Clinical and Non-Clinical Staff: We estimate serving 120 Tri-City staff over a three-year period. This will include both clinical and non-clinical staff. These trainings will be offered both virtually, where staff will have access to them on-demand or in organized groups, and in person (year two-three), based on updated COVID -19 restrictions.

TAY/LGBTQ/Foster Youth/Support Staff: This project anticipates serving a total of 240 transition age youth who are at risk due to COVID-19, LGBTQ, and/or foster youth and the staff that support them. Trainings will be offered virtually for those who have access to mobile devices, and in-person when COVID-19 restrictions allow. Each of the components will be offered but we anticipate one of more will be more popular or practical for specific populations. TAY and support staff participants will receive stipends as an incentive to participate in the trainings.

These numbers were arrived at based on current Tri-City employment numbers as well as local demographics. Tri-City currently employs 212 individuals, agency-wide and this project is intended to be offered to both clinical and non-clinical staff. Current demographic information for the combined cities of Pomona, Claremont and La Verne estimated the number of youths to average about 20% of the total population[1]. However, this project will serve a sample size of 240 TAY and support staff and then expanded if proven to be successful.

E) **Describe the population to be served, including relevant demographic information (age, gender identity, race, ethnicity, sexual orientation, and/or language used to communicate).**

[1] US Census Bureau

Two target populations are identified and will be engaged for this project 1) Tri-City clinical and non-clinical staff who are experiencing the effects of COVID-19 leading to elevated stress and potential burnout; and 2) Transition Age Youth (TAY) ages 16-25, who reside within the Tri-City catchment area, including individuals who are at risk due to COVID-19, residing in foster care, identify as LGBTQ, as well as the staff that support them.

All trainings and support services will be delivered in both English and Spanish, Tri-City's primary threshold languages.

RESEARCH ON INN COMPONENT

A) What are you proposing that distinguishes your project from similar projects that other counties and/or providers have already tested or implemented?

Research conducted for this project indicates that traditionally, each of these practices are offered as a separate component and outcomes are measured based on the individual impact for each. Although yoga may incorporate breathing as a component, it does not include the specific approach of SKY Breathing which is one of the featured practices in the project.

SKY Breathing teaches breathing techniques and meditation which have been demonstrated to help de-stress both the mind and the body, thus bringing emotional well-being and balance to life. This practice is provided in a variety of community and professional settings but typically as a stand-alone program, although with variations depending on the audience.

Trauma Informed Yoga is a practice that focuses on creating a safe and supportive space where participants, through a connection of breath and increase body awareness, can learn emotional regulation skills. This practice is also provided in a variety of settings including yoga studios or other locations.

Restorative Practice Circles is typically utilized in the judicial and school-based systems. There are some community-based trainings also available. However, these trainings focus only on accountability and relationship repair and do not include the breathing or yoga components.

By incorporating all three of these evidence-based practices, Tri-City will attempt to offer an array of support practices that will increase the quality of mental health wellbeing as well as promoting interagency and community collaboration related to mental health services and supports and/or outcomes.

B) Describe the efforts made to investigate existing models or approaches close to what you're proposing. Have you identified gaps in the literature or existing practice that your project would seek to address? Please provide citations and links to where you have gathered this information.

In order to determine the innovative approach of this project, research was conducted on the topics of SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circles, as well as similar projects in general. The research indicated that there is no evidence or example of a public mental health agency implementing a program that involves utilizing a combination of these practices for the benefit of both agency staff and transition age youth, using evidence-based trainings to both support and attempt to mitigate the impact of COVID-19.

In addition, by utilizing the MHSA Program Search Tool located on the Mental Health Services Oversight and Accountability website, Tri-City staff reviewed all Innovation projects listed beginning in FY 2012-13 to date and found no projects that appeared to have the components, SKY Breathing, Trauma Informed Yoga, or Restorative Practice Circles listed. In addition, none of the current or previous projects implemented by other counties appear to address staff retention and burnout.

Citations and links to specific articles are located in the Appendix on page 28.

LEARNING GOALS/PROJECT AIMS

The broad objective of the Innovative Component of the MHSA is to incentivize learning that contributes to the expansion of effective practices in the mental health system. Describe your learning goals/specific aims and how you hope to contribute to the expansion of effective practices.

A) What is it that you want to learn or better understand over the course of the INN Project, and why have you prioritized these goals?

The **Restorative Practices for Improving Mental Health (RPIMH)** project hopes to determine if offering a set of self-help practices, used in combination, can help mental health staff to improve their own mental and physical health while serving clients in both an existing and post COVID-19 world. This project seeks to understand if providing a series of evidence-based training that can be accessed on-demand, will help to reduce stress and improve retention in community mental health.

In addition, will these same set of practices help transition age youth (ages 16-25) to improve their resiliency and emotional regulation while decreasing symptoms of trauma, depression,

anxiety, and stress. These goals were determined by both Tri-City staff and community members as a result of engagement in surveys, workgroups, and outside research.

Goals for this project include:

1. Reduce the rate of burnout in Tri-City staff and increase retention rate
2. Reduce the rate of burnout in community support staff that work with TAY
3. Develop an online menu of wellbeing practices that staff can access on-demand
4. Increase client outcomes when incorporating one or more of these practices
5. Increase access to mental health services for Transition Age Youth (TAY)
6. Decreased symptoms of trauma, depression, anxiety, and stress in the TAY population
7. Increase the number of TAY who are reunited with family members through restorative dialogue

B) How do your learning goals relate to the key elements/approaches that are new, changed or adapted in your project?

Each of these learning goals reflect Tri-City's desire to evaluate, through pre and post evaluations, and ultimately improve the overall mental wellbeing for these critical populations. Through the combination of these evidence-based practices, this project hopes to address the issues of retention and burnout for Tri-City staff in addition to improving the overall wellbeing of transition age youth at risk due to COVID-19, including those who identify as LGBTQ, and foster care youth, in addition to the staff that support them.

EVALUATION OR LEARNING PLAN

For each of your learning goals or specific aims, describe the approach you will take to determine whether the goal or objective was met. Specifically, please identify how each goal will be measured and the proposed data you intend on using.

Each of these learning goals/questions will be evaluated by the method indicated below. Pre and post tests will be administered before and after each training. Results will be compiled and presented to participants and stakeholders on a quarterly basis. Any necessary changes or course corrections will be made at that time.

In addition, performance measure will be developed based on a data collection method platform called Results Based Accountability (RBA). RBA uses a data-driven, decision-making process to help communities to improve the effectiveness of their programs. This method starts with the end in mind and works forward with an emphasis on the target population vs performance of the program.

- *Reduce the rate of burnout in Tri-City staff and increase retention rate*

Learning Goal	Evaluation Method
Is RPIMH effective in reducing burnout among clinical and non-clinical mental health professionals?	1. *Staff data that includes: Number of people trained in RPIMH and by job position.* 2. *Pre and post survey of participants that includes questions related to burnout and stress.* 3. *Post survey of their use of these practices, how often, and their experiences.* 4. *Follow up survey in six months to learn how they have used these practices (post survey only).* 5. *Pre and Post measures of retention rate by position/clinical and non-clinical.*
Is RPIMH effective in engaging TC staff in a sustained well-being practice?	
Does the knowledge gained through the combination of RPIMH frameworks help staff to integrate these practices in their scope of work?	

- *Reduce the rate of burnout in community support staff that work with TAY*

Learning Goal	Evaluation Method
Is RPIMH effective in improving well-being among youth workers?	1. *Pre and post survey of participants that includes questions related to burnout and stress.* 2. *Survey on how they have used these practices (post survey only).*
Does RPIMH reduce stress among youth workers?	

- *Develop an online menu of wellbeing practices that staff can access on-demand*

Learning Goal	Evaluation Method
Does providing an access on-demand menu of wellbeing practices contribute to retention?	1. *Number of practices offered* 2. *Number of practices accessed* 3. *Number of people who accessed the practices* 4. *Post survey of those who accessed these practices and how they used them to help themselves and others.*

- *Increase client outcomes when incorporating one or more of these practices*

Learning Goal	Evaluation Method
Does the practice of RPIMH by clinicians improve client outcomes?	1. *Post survey of staff to see how often they connect clients with these practices and the number of clients they have connected with.* 2. *Add questions to the client survey (MHSIPs) that address the use and experience of clients when using these practices (post survey only).*

- *Increase access to mental health services for Transition Age Youth (TAY)*

Learning Goal	Evaluation Method
Does RPIMH promote interagency and community collaboration related to mental health services by providing an entry point to seeking additional support services?	1. *Number of service requests for Access to Care from community agencies that are involved in this project.* 2. *Number of referrals into Tri-City programs (MHSA, IOET, etc.) from community agencies that are involved in this project.*

- Decreased symptoms of PTSD, depression, anxiety, and stress *in the TAY population*

Learning Goal	Evaluation Method
Is RPIMH effective in reducing symptoms of trauma, PTSD, depression, anxiety, and stress *in youth?*	1. *Pre and post surveys of Tri-City Mental Health TAY clients (18 years and older) that includes:* a. *Measures of depression, anxiety, and stress.* b. *The use and experience of clients when using these practices.*
Is RPIMH effective in increasing resiliency among youth?	

Is RPIMH effective in increasing emotional regulation among youth?	c. *Measures of resiliency emotional regulation, and ability to manage stress.*

- *Increase the number of TAY who are reunited with family members through restorative dialogue*

Learning Goal	*Evaluation Method*
Is RPIMH effective in reuniting families who are estranged or experiencing relationship challenges?	1. *Number of TAY families who participate in RPIMH who are not unified or are experiencing challenges.* 2. *Pre and post surveys measuring communication and interaction. Post survey will also include how often they use these practices and their experiences when using them.*

Section 3: Additional Information for Regulatory Requirements

CONTRACTING

If you expect to contract out the INN project and/or project evaluation, what project resources will be applied to managing the County's relationship to the contractor(s)? How will the County ensure quality as well as regulatory compliance in these contracted relationships?

Tri-City expects to contract with outside trainers for SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circle trainings. In addition, if possible, this project will utilize trainers that practice within the Tri-City area and are current stakeholders and community members. Funding for these trainers/trainings will be provided through the RPIMH project budget.

The trainings will be coordinated and supervised by the Innovation Coordinator in collaboration with the training representatives. Each of these evidence-based trainings will be evaluated by Tri-City's Best Practices Department and outcomes will be shared with stakeholders via quarterly and annual Innovation project reports as well as through presentations in community stakeholder meetings.

COMMUNITY PROGRAM PLANNING

Please describe the County's Community Program Planning process for the Innovative Project, encompassing inclusion of stakeholders, representatives of unserved or under-served populations, and individuals who reflect the cultural, ethnic and racial diversity of the County's community.

Since the onset of COVID-19, in-person stakeholder meetings are prohibited which makes frequent communication with stakeholders via email and virtual meetings even more critical to ensure they are aware of resources and support services that are available to them and the community at large. Stakeholder meetings and workgroups were transitioned to a virtual platform in March of 2020 in addition to emails sent with links to online trainings and virtual webinars as well as service updates.

To begin this Innovation planning process, stakeholders were informed and invited during the September 2020 stakeholder meeting to participate in the development of a new Innovation project. Participants who expressed an interest in this process were informed of the workgroup information. In addition, an online survey was distributed to stakeholders to request new ideas to be submitted. From this survey three ideas were submitted which were presented to the Innovation workgroup.

In an ongoing effort to collect additional stakeholder input, stakeholders and community members were emailed and encouraged to complete Tri-City's MHSA Planning Process Survey to share their thoughts and concerns regarding the availability of support services, priority populations and unmet needs within the Tri-City care. This annual community planning survey is available in both English and Spanish and is used to identify the needs and priorities of the three cities. These results are then presented to the Innovation workgroups who were able to incorporate these needs and concerns in the creation of new Innovation projects.

In the most recent planning survey, when asked to identify priority populations, respondents indicated their concern for Transition Age Youth (16-25), including those who reside in foster care or identify as LGBTQ. These results were the impetus that sparked further conversations in the Innovation workgroups where participants addressed the numerous issues encountered by this critical population while developing this project proposal.

The demographics for those completing the Community Planning Survey included:
Gender: 82% Female and 18% Male
Age: Ages 26-59 64% and 60+ 36%
Primary Language English 91% and Spanish 9%
Race/Ethnicity: Hispanic/Latino 27%, White/Caucasian 55%, Other 18%

Other: LGBTQ 9%

In January of 2021, community members and Tri-City staff came together to begin the process of identifying a new Innovation project. Innovation workgroup participants consisted of fifteen members who reflect a diverse group of individuals. These individuals represented Tri-City staff, faith-based leaders, community members involved in juvenile justice, LGBTQ, and transition age youth. Two project ideas were presented by community members; one did not meet the criteria for an Innovation project and the other project was voted to move forward and is presented here. A third option was considered a duplicate of a previous idea.

The following is a list of the public meetings, postings and approvals:
Stakeholder Meetings: 9/30/20, 3/4/21
Innovation Workgroups: 1/21/21, 2/4/21, 2/9/21, 2/10/21, 2/11/21
Estimated Plan Posting Date for 30-Day Comment Period: April 9, 2021
Estimated Mental Health Commission Approval: May 19, 2021
Estimated Governing Board Approval: May 19, 2021

MHSA GENERAL STANDARDS

Using specific examples, briefly describe how your INN Project reflects, and is consistent with, all potentially applicable MHSA General Standards listed below as set forth in Title 9 California Code of Regulations, Section 3320 (Please refer to the MHSOAC Innovation Review Tool for definitions of and references for each of the General Standards.) If one or more general standards could not be applied to your INN Project, please explain why.

A) Community Collaboration

The overall focus of this project is to create community collaboration around mental health and wellbeing. Tri-City will work with various local organizations representing the target populations as well as the trainers who have been identified to participate in this project. These organizations include faith-based groups, youth organizations, foster care group homes, local LGBTQ Pride Center, and Tri-City Wellness Center.

B) Cultural Competency

Cultural competence and inclusion are vital to creating projects that are accessible to community members residing within the Tri-City area. Each of the practices included in this project proposal are available in both English and Spanish. Tri-City will collaborate with each organization to identify the best cultural approach for working with each of these populations. This information will be incorporated in the training approaches utilized in this project.

C) Client-Driven

This project was selected after an extensive stakeholder process which included clients, community members and individuals with lived experience. The methods of feedback incorporated were collected through stakeholder meetings, Innovation workgroups and a community planning survey.

D) Family-Driven

Family members have provided valuable insight and feedback as to ways Tri-City can continue to support their needs and approach obstacles they may be facing when seeking services for themselves and their children. This feedback has been incorporated in the planning of this project.

E) Wellness, Recovery, and Resilience-Focused

All three components of this project are wellness, recovery, and resilience-focused. When used in combination, these practices will build on the strengths of each practice and participant to support people-in-recovery and those who may have experienced trauma, to live meaningful lives guided by their own choices.

F) Integrated Service Experience for Clients and Families

Through this project, Tri-City staff will have access to all three practices and able to share these skills with their clients. Clients will then be able to share their experiences with family members and extend these practices/skills to others. In addition, these practices, Restorative Circles in particular, will provide an opportunity for clients and their family members to use this new skill of communication and accountability to heal their broken relationships.

CULTURAL COMPETENCE AND STAKEHOLDER INVOLVEMENT IN EVALUATION

Explain how you plan to ensure that the Project evaluation is culturally competent and includes meaningful stakeholder participation.

Tri-City Mental Health is committed to the advancement of quality mental health services that are culturally compatible and respectful of the diverse healthcare beliefs of the people served. It is the mission of this Agency to guide and support the staff of Tri-City to ensure cultural and linguistically appropriate programs and services are available for community members residing in the cities of Claremont, Pomona and La Verne by building strong and collaborative relationships through partnerships and community engagement. Tri-City has a robust stakeholder engagement process which includes open communication, pre and post surveys,

workgroups, community stakeholder meetings, and continuous feedback. Materials are offered in both English and Spanish as well as interpreters for non-English speaking participants. Tri-City understands that Innovation projects are ever-evolving and it is necessary to have continuous check-ins with stakeholders to know if there is a pivot that needs to occur.

In addition, Tri-City hosts four community groups where participants are able to provide feedback regarding new and ongoing projects. These groups include ¡Adelante! Latino and Hispanic Wellness Advisory Council, whose primary goal is to instill hope and wellness by empowering community members within the Latino and Hispanic community to advocate and share their experience, knowledge and feedback. The LGBTQ+ Wellness Advisory Council was established to give a voice to LGBTQ+ communities by empowering members to advocate and share their experience, knowledge and feedback. The African American Family Wellness Advisory Council (AAFWAC) whose primary goal is to nurture hope and wellness within the African American community through mental health advocacy and treatment referral. The final group, dedicated to the Asian American Pacific Islander population, is currently in the formation phase and will be serving our AAPI community members in the same capacity as the groups mentioned about.

During the course of this learning project, there will be quarterly evaluations and discussions impacting the project activities based on outcomes. Participants of the project advisory committee will work closely with Tri-City staff in identifying performance and outcome measures that will provide the most credible and timely data for this project.

INNOVATION PROJECT SUSTAINABILITY AND CONTINUITY OF CARE

Briefly describe how the County will decide whether it will continue with the INN project in its entirety, or keep particular elements of the INN project without utilizing INN Funds following project completion.

Will individuals with serious mental illness receive services from the proposed project? If yes, describe how you plan to protect and provide continuity of care for these individuals upon project completion.

This project is not intended to provide direct services for individuals with severe emotional disturbance (SED)/serious mental illness (SMI). However, this project will provide support for providers in an effort to reduce burnout which directly impacts availability, consistency and continuity of care for person with severe emotional disturbance/serious mental illness.

This project will be evaluated based on participant/stakeholder feedback and various outcomes and performance measures. If determined to be successful, this project may be assumed under the Prevention and Early Intervention plan, as funding allows.

In addition, both the Tri-City staff, TAY, and TAY support staff who are trained in each of these practices will have the opportunity to continue to train other individuals in the community including clients, peers, family members and other service partners.

COMMUNICATION AND DISSEMINATION PLAN

Describe how you plan to communicate results, newly demonstrated successful practices, and lessons learned from your INN Project.

A) How do you plan to disseminate information to stakeholders within your county and (if applicable) to other counties? How will program participants or other stakeholders be involved in communication efforts?

This project will be promoted on Tri-City's website as well as all Tri-City social media platforms. Announcements have been made during stakeholder meetings and through direct emails. Tri-City staff will also be included in the launch process once the appropriate approvals have been received. In addition, local community partners who are offering these trainings will be promoting this project internally to their members.

Tri-City will provide stakeholders with periodic status reports during MHSA presentations and through Annual Updates and Three-Year Integrated plans. Tri-City will also seek opportunities to provide information on shared learnings during conferences, community meetings and collaborations with county partners. Program participants will be invited to share their personal experiences during these gatherings and other stakeholders will be able to share this project directly with their community organization, agency or department. The project and all subsequent reports will be posted on Tri-City's website as well as promoted through social media.

B) KEYWORDS for search: Please list up to 5 keywords or phrases for this project that someone interested in your project might use to find it in a search.

Breathing Trauma Restorative Stress Burnout

TIMELINE

A) Specify the expected start date and end date of your INN Project
July 1, 2021 to June 30, 2024

B) Specify the total timeframe (duration) of the INN Project
Three Years

C) Include a project timeline that specifies key activities, milestones, and deliverables—by quarter.

The following represents a projection of anticipated activities along with the corresponding dates. However, these projections are only estimates and may be adjusted throughout the life of the project based on actual project performance and any unforeseen impact due to COVID-19 restrictions.

Year 1, Quarter 1 July – Sept 2021

- Create outreach and engagement strategy with training consultants
- Prepare outreach and engagement marketing materials
- Determine required documents such as Release of Information and/or HIPAA
- Confirm project participants and related organizations
- Advise and promote trainings to Tri-City staff
- Develop outcome and performance measures to support data collection
- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Begin onboarding process for both Tri-City staff and TAY/TAY support staff
- Begin training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin training on Restorative Practice Circles for TC staff and community members
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff

Year 1, Quarter 2 Oct – Dec 2021

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Begin onboarding process for both Tri-City staff and TAY/TAY support staff
- Begin training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin training on Restorative Practices/Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 1, Quarter 3 Jan – Mar 2022

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff

- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 1, Quarter 4 Apr – June 2022

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practices/Circles for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 2, Quarter 1 July – Sept 2022

- Create annual Innovation Project Report for FY 2021-22
- Review learning questions and performance measures to ensure accurate tracking
- Identify participants to become trainers for FY 2022-23
- Begin onboarding process for community trainers and staff trainers
- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff

Year 2, Quarter 2 Oct – Dec 2022

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff

- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 2, Quarter 3 Jan – Mar 2023

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 2, Quarter4 Apr – June 2023

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking

Year 3, Quarter 1 July – Sept 2023

- Create annual Innovation Project Report for FY 2022-23

- Review learning questions and performance measures to ensure accurate tracking
- Begin onboarding process for community trainers and staff trainers
- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff

Year 3, Quarter 2 Oct – Dec 2023

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 3, Quarter 3 Jan – Mar 2024

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 3, Quarter4 Apr – June 2024

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff

- Continue training on Restorative Practices/Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking

Year 3, July – Dec 2024

- Process final outcome survey results
- Create final Innovation Project Report
- Assess project for incorporation under Prevention and Early Intervention (PEI)

Section 4: INN Project Budget and Source of Expenditures

INN PROJECT BUDGET AND SOURCE OF EXPENDITURES

The next three sections identify how the MHSA funds are being utilized:

A) BUDGET NARRATIVE (Specifics about how money is being spent for the development of this project)
B) BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY (Identification of expenses of the project by funding category and fiscal year)
C) BUDGET CONTEXT (if MHSA funds are being leveraged with other funding sources)

BUDGET NARRATIVE

Provide a brief budget narrative to explain how the total budget is appropriate for the described INN project. The goal of the narrative should be to provide the interested reader with both an overview of the total project and enough detail to understand the proposed project structure. Ideally, the narrative would include an explanation of amounts budgeted to ensure/support stakeholder involvement (For example, "$5000 for annual involvement stipends for stakeholder representatives, for 3 years: Total $15,000") and identify the key personnel and contracted roles and responsibilities that will be involved in the project (For example, "Project coordinator, full-time; Statistical consultant, part-time; 2 Research assistants, part-time…"). Please include a discussion of administration expenses (direct and indirect) and evaluation expenses associated with this project. Please consider amounts associated with developing, refining, piloting and evaluating the proposed project and the dissemination of the Innovative project results.

Section 4: INN Project Budget and Source of Expenditures

INN PROJECT BUDGET AND SOURCE OF EXPENDITURES

BUDGET NARRATIVE

Tri-City Mental Health Authority (TCMHA) has allocated $950,000 in Innovation funds for the following project: Restorative Practices for Improving Mental Health (RPIMH). This three-year project is expected to commence in July 2021, pending approval from the MHSOAC, and conclude in June 2024.

All cost elements included in this budget are estimated and subject to revision based on final determination of contracts, costs of training, evaluations, and additional services as required.

The amounts included in this budget cover personnel costs, operating costs, costs for consultants, other expenditures.

Personnel Costs:
The salaries and benefits included within this budget are estimated based on the total number of hours of training/participation that is being proposed for Tri-City staff engagement. Approximately 2,300 hours of training/participation for approximately 145 staff over the three-year project period. In addition, a portion of salaries and benefits for Tri-City's INN Program Coordinator and Tri-City's MHSA Projects Manager have also been included.

INN Program Coordinator: The Coordinator will oversee the implementation of the RPIMH project including the planning, organizing, training and directing of activities as they relate to this project.

MHSA Projects Manager: The Manager will monitor the implementation of the RPIMH project and will directly supervise the Coordinator to ensure appropriate progress is being made throughout the project period.

Evaluation/Quality Improvement Staff: Tri-City data analysts will support this program through processing of evaluations, and analysis of data that is gathered throughout the project period.

Operating Costs:
Indirect operating costs are calculated at approximately 15% and would be used to cover the general and indirect operating costs to support this program.

Consultant/Training Costs:
The Consultants Costs will be used to pay for the facilitators which will provide the instruction and training for the three evidence-based practices proposed which include Sky Breathing, Trauma Informed Yoga, and Restorative Practice Circles.

Other Expenditures:
Other expenditures anticipated include the payment of stipends to participants. Also, in addition to the estimated purchase of evaluation tools, Tri-City anticipates the need to purchase licenses for virtual meeting platforms such as Zoom.

BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
PERSONNEL COSTS (salaries, wages, benefits)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Salaries	$169,518	$177,994	$146,537			$494,049
2.	Direct Costs						
3.	Indirect Costs						
4.	**Total Personnel Costs**	**$169,518**	**$177,994**	**$146,537**			**$494,049**
OPERATING COSTS		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
5.	Direct Costs						
6.	Indirect Costs	$45,903	$47,099	$30,906			$123,908
7.	**Total Operating Costs**	**$45,903**	**$47,099**	**$30,906**			**$123,908**
NON RECURRING COSTS (equipment, technology)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
8.							
9.							
10.	**Total Non-recurring costs**						
CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
11.	SKY Breathing	$42,000	$42,000	$16,000			$100,000
12.	Trauma Informed Yoga	$42,000	$42,000	$16,000			$100,000
13.	Restorative Practices	$42,000	$42,000	$16,000			$100,000
14.	**Total Consultant Costs**	**$126,000**	**$126,000**	**$48,000**			**$300,000**
OTHER EXPENDITURES (please explain in budget narrative)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
15.	Stipends for TAY & Community Participants	$8,000	$8,000	$8,000			$24,000
16.	Other-Supplies, Materials	$3,500	$3,000	$1,500			$8,000
17.	**Total Other Expenditures**	**$11,500**	**$11,000**	**$9,500**			**$32,000**
BUDGET TOTALS		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
Personnel (line 1)		**$169,518**	**$177,994**	**$146,537**			**$494,049**
Direct Costs (add lines 2, 5, 11, 12 and 13 from above)		**$126,000**	**$126,000**	**$48,000**			**$300,000**
Indirect Costs (add lines 3, and 6 from above)		**$45,903**	**$47,099**	**$30,906**			**$123,908**
Non-recurring costs (line 10)		**-**	**-**	**-**			**-**
Other Expenditures (line 17)		**$11,500**	**$11,000**	**$9,500**			**32,000**
TOTAL INNOVATION BUDGET		**$351,921**	**$361,093**	**$236,943**			**$949,957**

BUDGET CONTEXT - EXPENDITURES BY FUNDING SOURCE AND FISCAL YEAR (FY)							
ADMINISTRATION:							
A.	**Estimated total mental health expenditures <u>for ADMINISTRATION</u> for the entire duration of this INN Project by FY & the following funding sources:**	**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Innovative MHSA Funds	$330,490	$338,591	$221,192			$890,273
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding*						
6.	**Total Proposed Administration**	**$330,490**	**$338,591**	**$221,192**			**$890,273**
EVALUATION:							
B.	**Estimated total mental health expenditures <u>for EVALUATION</u> for the entire duration of this INN Project by FY & the following funding sources:**	**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Innovative MHSA Funds	21,431	$22,502	$15,751			$59,684
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding*						
6.	**Total Proposed Evaluation**	**$21,431**	**$22,502**	**$15,751**			**$59,684**
TOTAL:							
C.	**Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:**	**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Innovative MHSA Funds	**351,921**	**$361,093**	**$236,943**			**$949,957**
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding*						
6.	**Total Proposed Expenditures**	**$351,921**	**$361,093**	**$236,943**			**$949,957**
*If "Other funding" is included, please explain.							

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MINUTES

REGULAR MEETING OF THE GOVERNING BOARD
APRIL 21, 2021 – 5:00 P.M.

The Governing Board held on Wednesday, April 21, 2021 at 5:00 p.m. its Regular Meeting Via Teleconference pursuant to California Governor Newson 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 Leano called the meeting to order at 5:00 p.m.

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

GOVERNING BOARD

PRESENT: Jed Leano, City of Claremont, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member (joined at 5:04 pm)
Paula Lantz, City of Pomona, Board Member
John Nolte, City of Pomona, Board Member (joined at 5:02 pm)
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member
Wendy Lau, City of La Verne, Alternate Board Member

ABSENT: Robin Carder, City of La Verne, Chair

STAFF: Toni Navarro, Executive Director
Darold Pieper, General Counsel
Diana Acosta, Chief Financial Officer
Elizabeth Renteria, Chief Clinical Officer
Seeyam Teimoori, Medical Director
Rimmi Hundal, Director of MHSA & Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer
Ken Riomales, Chief Information Officer
Mica Olmos, JPA Administrator/Clerk

CONSENT CALENDAR

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

1. APPROVAL OF THE MINUTES FROM THE FEBRUARY 17, 2021 GOVERNING BOARD REGULAR MEETING

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of February 17, 2021."

2. APPROVAL OF THE MINUTES FROM THE MARCH 17, 2021 GOVERNING BOARD REGULAR MEETING

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of March 17, 2021."

MONTHLY STAFF REPORTS

3. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

Executive Director Navarro introduced Tri-City's first permanent Chief Information Officer Mr. Ken Riomales, noting that he started working two weeks ago and is already demonstrating really active and engaged leadership.

Chief Information Officer Ken Riomales provided a brief personal background, indicating that he has approximately 20 years in health IT experience, ranging from the large healthcare enterprises to medium healthcare organizations, and nonprofit IPAs, which provides the whole spectrum in terms of whole health IT world. He then expressed excitement to be at Tri-City; that he enjoys working collaboratively and believes strongly in the mission of Tri-City; that he looks forward to working with everyone; and encouraged everyone to contact him if his assistance is needed or to answer any questions.

Executive Director Navarro announced that next month Tri-City will be saying farewell to Jessica Wong, Tri-City's Interim Chief Information Officer; pointed out that she took Tri-City through COVID-19 smoothly; that Tri-City would not had been able to make the transition and adopt so quickly without her leadership; that she also helped Tri-City get a grant from the state which covered most of our costs for that quick transition; and thanked her for all her help. She then reported that Governor Newsom is talking about a potential June 15th opening, which begs the question what does it mean for Tri-City and staff; that the executive team has met and discussed all the adjustments that will take place and understanding the need for grace and flexibility for our staff; and that there will be a lot of policies, rules, and regulations to get in order. She then announced that on June 23rd, Tri-City will have an all-staff meeting which will focus in honoring and respecting not only the work, but also what our staff has experienced both personally and professionally this past year. She also reported the Department of Health Care Services in California has taken the lead with the legislature to work on looking at ways to overhaul the Medi-Cal delivery system in California; that it is time for California to sign a new waiver with the federal government for Medicaid services; that California wants to do the whole person care and holistic approach to serving California's most in need and vulnerable populations that are served in the Medi-Cal delivery system which resulted in a revised that Cal-AIM, California Advancing Innovation in Medi-Cal, plan which contains behavioral health components and eight of those components are in the behavioral health proposal; that at least half of those pertain to Tri-City; and pointed out that she provided in her report a link to Cal-AIM for more information. She then shared a housing success story which speaks about sustaining the support so that people can sustain their gain.

4. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta reported and expressed excitement about Tri-City making its final bankruptcy payments in the month of May; and that a resolution will be presented to memorialize this action of the Board.

Executive Director announced that former Tri-City Executive Director Jesse Duff and Jonathan Sherin, Director of LACDMH, have confirmed his attendance to next Board's meeting.

Discussion ensued regarding funding designated for housing projects.

5. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria provided an overview of Tri-City's client census data for Fiscal Year 2019-20 from all three of the main programs in the adult outpatient services, and shared the diagnoses that staff has been encountering in Tri-City's adult outpatient program. She then provided a success story which resulted in reuniting the client with his family, noting that this shows what a team-based approach can do for those most in need.

The Board requested for next meeting, additional information be presented that reflect which communities have more symptoms of depressive disorders versus other communities; as well as data from the national census of mental health to compare with Tri-City's client census data.

6. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Dr. Teimoori reported that Tri-City's Intensive Outreach and Engagement (IOET) and Medication Support Services (MSS) teams are being equipped and trained to have, and also use, NARCAN in any emergency situation that they can encounter given the opioid epidemic situation that we are in, noting that we also have it in the clinic; and that since staff has been trained recently, they can also educate the community.

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

Director of MHSA & Ethnic Services Hundal reported that the Capital Facilities and Technological Needs (CFTN) Plan and the Innovations (INN) Plan have been posted and distributed to the Governing Board for review and comment; that the plans will be presented to the Governing Board and the Mental Health Commission for final approval during its next joint meeting in May; that May is Mental Health Awareness month during which is time to raise awareness of individuals living with mental or behavioral health issues and to help reduce stigma, and discussed the various events that Tri-City will be hosting throughout the month; that Tri-City will be launching its first, Asian American Pacific Islander (AAPI) Wellness Council next month which will start off with an awareness event on May 10th, hosted by Tri-City's Governing Board Vice-Chair Jed Leano and other individuals, and that the first meeting will be held on May 11th. She then announced that the community navigator program through measure H grant was going to end in July, but it has been extended until December and Tri-City will continue to provide hotel vouchers, referrals for housing resources, and case management services. She then announced that the City of Pomona is hosting an AAPI vigil and solidarity event on Friday at 4:00 PM in front of City Hall, which it will be a socially distant event and PPE will be available to everybody who attends the event.

Executive Director Navarro expressed appreciation for Director of MHSA & Ethnic Services Hundal's leadership on the AAPI vigil planning on behalf of Tri-City.

8. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart reported that Tri-City's Quality Improvement Committee had been working in establishing some best practices and some guidelines for our unified communication system, which is RingCentral; she explained that unified communication integrates many methods of communication in one system messaging, email, video conferencing; that has been essential to maintain effectiveness during the pandemic; that a critical need that has been identified in the committee and in the agency is that as part of this implementation, the need to have very comprehensive and solid policies and procedures surrounding acceptable use of unified communications which will ensure best practices and help reduce the likelihood of a variety of risks such as inadvertent HIPAA or security breach; and that these policies are in development and will be presented for approval to the Board very soon.

Vice-Chair Vera inquired about the deadline to submit a proposal to the Balmer group for the Vision 2030 project. Executive Director Navarro stated that her understanding is that the report to Balmer group will be presented in January, 2022.

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

GOVERNING BOARD COMMENTS

Board Member Nolte inquired if Tri-City had have any communications with Fairplex, or with the HHS from the federal government, with respect to the unaccompanied minors who are coming very soon to the Fairplex.

Executive Director Navarro indicated that Tri-City received information from Supervisor Hilda Solis' Office and she had a conference and made a public comment that she will be looking for help from the department of mental health; that Tri-City, as a mental health authority, reached out and communicated that Tri-City is ready to provide support were needed in this area, and would be happy to be a partner to help these youth adjust to this traumatic event in their lives. She then shared that she attended a webinar hosted by HHS, about the needs were going to be for the Fairplex site.

Chief Clinical Officer Renteria added that the Cherokee National Business, the contractor that is running the Fairplex, sent out a survey about possible ways that different organizations could support the effort; that moments before joining today's Board meeting, she had a conversation with the contractor about how Tri-City can support the effort; that they hope to follow the office of refugee resettlement assessment and make recommendations for referral and resource allocation based on that protocol; however, that it is only preliminary information which she has yet to share with Tri-City's Executive Director Navarro and the executive team and figure out what support Tri-City can offer while still maintaining staffing levels that we can support; and mentioned the current needs enumerated by the contractor.

Board Member Nolte expressed his full support for the unaccompanied minors coming here and Tri-City being as helpful and welcoming as it can to ease this really difficult situation, and encouraged Tri-City to do everything it can to be there.

Governing Board Lantz indicated that the expectation from that group was that most of the kids will be between 10 and 16 years old, as opposed to younger ages.

Board Member Ontiveros-Cole indicated that there have been many conversations going on in regards to who is going to be housed, if younger children or older people.

Governing Board Lantz talked about what happens when kids turn 18 in the foster care system.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

At 5:44 p.m., on consensus of the Governing Board its meeting of April 21, 2021 was adjourned. The Governing Board will meet next in a Regular Joint Meeting with the Mental Health Commission to be held on Wednesday, May 19, 2020 at 5:00 p.m. via teleconference due to the COVID-19 pandemic.

_____
Micaela P. Olmos, JPA Administrator/Clerk

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 19, 2021**

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

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

BY: **Kitha Torregano, Human Resources Manager**

SUBJECT: **Consideration of Resolution No. 580 Adopting the Tri-City Mental Health Authority Supplemental Paid Sick Leave Policy and Procedure No. I.20 Effective Retroactive to January 1, 2021**

Summary:

The Supplemental Paid Sick Leave (SPSL) Policy provides definition, policy and procedure for employees requesting leave from work for reasons related to COVID-19. Staff are requesting the adoption of this policy in order to comply with State regulations.

Background:

On March 19, 2021, Governor Newsom signed Senate Bill ("SB") 85 into law, codifying at Labor Code § 248.2 certain paid sick leave entitlements for employees who are unable to work or telework due to specifically enumerated qualifying reasons related to COVID-19 Supplemental Paid Sick Leave ("SPSL"). The bill went into effect on April 1, 2021 with provided retroactive requirements for unpaid leave associated with COVID-19 on or after January 1, 2021. Tri-City Human Resources staff have drafted the attached Tri-City Mental Health Authority Supplemental Paid Sick Leave policy in order to comply with the applicable requirements provided under Labor Code § 248.2

Fiscal Impact:

Costs associated with leave paid leave usage. Some costs will be covered through Tri-City's Workers Compensation Insurance and may qualify for reimbursement under the American Rescue Plan Act.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 580 establishing Tri-City Mental Health Authority's Supplemental Paid Sick Leave Policy No. I.20 effective retroactive to January 1, 2021.

Attachments:

Attachment 6-A: Resolution No. 580 - DRAFT
Attachment 6-B: Supplemental Paid Sick Leave Policy No. I.20 - DRAFT

RESOLUTION NO. 580

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE AUTHORITY'S COVID-19 SUPPLEMENTAL PAID SICK LEAVE POLICY AND PROCEDURE NO. I.20, EFFECTIVE RETROACTIVE TO JANUARY 1, 2021

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 the Covid-19 Supplemental Paid Sick Leave Policy and Procedure No. I.20 to be compliant with California Senate Bill 85 (SB 85).

B. On March 19, 2021, California Governor Gavin Newsom signed SB 85 into law, effectively codifying into Labor Code §248.2 certain paid sick leave entitlements for employees who are unable to work or telework due to specifically enumerated qualifying reasons related to COVID-19. SB 85 went into effect on April 1, 2021 and provided retroactive requirements for unpaid leave associated with COVID-19 on or after January 1, 2021.

2. Action

The Governing Board approves the Supplemental Paid Sick Leave Policy and Procedure No. I.20, effective retroactive to January 1, 2021.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 19, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:_____

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

ATTACHMENT 6-A

TRI·CITY Mental Health

POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
COVID-19 Supplemental Paid Sick Leave ("SPSL") Policy	**I.20**	**01/01/2021**	**1** of **11**
APPROVED BY: **Governing Board** **Executive Director**	**SUPERCEDES:** **New**	**ORIGINAL ISSUE DATE:** **01/01/2021**	**RESPONSIBLE PARTIES:** **Executive Team** **Human Resources Dept.**

1. PURPOSE

1.1 Preamble: On March 19, 2021, Governor Newsom signed Senate Bill ("SB") 85 into law, codifying at Labor Code § 248.2 certain paid sick leave entitlements for employees who are unable to work or telework due to specifically enumerated qualifying reasons related to COVID-19 Supplemental Paid Sick Leave ("SPSL"). Tri-City Mental Health Authority ("Tri-City") adopted this policy in order to provide qualified employees the SPSL to which they are entitled and to otherwise comply with all relevant and applicable requirements provided under Labor Code § 248.2.

1.2 Compliance: Tri-City will fully and faithfully comply with Labor Code § 248.2 in its administration of this policy.

2. DEFINITIONS

2.1 "Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*. This definition of a child is applicable regardless of age or dependency status.

2.2 "Covered Employee" means any Tri-City employee who is unable to work or telework for Tri-City for one or more of the reasons related to COVID-19 as set forth in this policy.

2.3 "COVID-19 Supplemental Paid Sick Leave" or "SPSL" means paid sick leave pursuant to Labor Code § 248.2.

2.4 "Family Member" means any of the following:

(i) A "child", as defined above.

(ii) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

(iii) A spouse.

(iv) A registered domestic partner.

(v) A grandparent.

(vi) A grandchild.

(vii) A sibling.

3. POLICY

3.1 Policy Statement:

This policy is intended to provide all eligible and qualified Tri-City employees with SPSL to which they are entitled under Labor Code § 248.2.

The following policy sets forth certain rights and obligations regarding this leave.

3.2 Scope of Coverage:

This policy will apply to all Covered Employees employed by Tri-City.

3.3 Effective Dates:

3.3.1 The policy is effective immediately upon adoption, and the paid leave benefits provided herein shall be retroactive to January 1, 2021.

3.3.2 SPSL benefits expire on September 30, 2021, except that Tri-City will provide a Covered Employee who is on SPSL at the time of the expiration of such benefits the full amount of SPSL to which the Covered Employee would otherwise be entitled.

3.3.3 Unless the underlying law is extended, this policy will expire by operation of the law on September 30, 2021, except that certain Covered Employees may continue to use SPSL after that date as described above.

3.4 Eligibility for SPSL:

All Tri-City Covered Employees are eligible for SPSL if they are unable to work or telework for one or more of the enumerated reasons related to COVID-19 as set forth in this policy.

3.5 Qualifying Reasons for SPSL:

A Covered Employee qualifies for SPSL if they are unable to work or telework for one or more of the following reasons:

3.5.1 The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health ("CDPH"), the federal Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace;[1]

[1] If an employee is subject to multiple applicable quarantine or self-isolation orders from the CDC, CDPH, or local health officers, "the covered employee shall be permitted to use COVID-19 supplemental paid sick leave for the minimum quarantine or isolation period under the order or guidelines that provides for the longest such minimum period." (Labor Code § 248.2 (b)(1)(A).)

3.5.2 The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

3.5.3 The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;

3.5.4 The employee is caring for a Family Member who is subject to a quarantine or isolation order or guidelines described above, or who has been advised to self-quarantine by a health care provider;

3.5.5 If the employee is caring for a Child whose school or place of care is closed due to COVID-19. This qualifying reason applies if the employee is caring for a Child whose school or place of care is otherwise unavailable for reasons related to COVID-19 on the premises. I.e. A child's classroom in school or place of care has been closed after concern that a person who had been present on the school or daycare premises on or after January 1, 2021, was exposed to, or had contracted COVID-19;

3.5.6 The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19;

3.5.7 The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework; or

3.5.8 The employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 after such employee has been exposed to COVID-19 or the employee's employer has requested such test or diagnosis.

3.6 Amount of SPSL:

3.6.1 Leave taken as SPSL is in addition to any other statutory and/or contractual leave to which the employee is otherwise entitled, and which is not specific to COVID-19.

3.6.2 *Full-time Covered Employees* working 40 hours per week may take up to 80 hours of SPSL.

3.6.3 *Part-time Covered Employees* are entitled to SPSL in the following amounts:

3.6.3.1 If the part-time Covered Employee has a normal weekly schedule, the total number of hours the Covered Employee is normally scheduled to work for Tri-City over two weeks; or

3.6.3.2 If the part-time Covered Employee works a variable number of hours, the Covered Employee is entitled to 14 times the average number of hours the Covered Employee worked each day for Tri-City in the six (6) months preceding the date the Covered Employee took SPSL. If the

Covered Employee has worked for Tri-City over a period of fewer than six (6) months but more than 14 days, this calculation shall instead be made over the entire period the Covered Employee has worked for Tri-City.

3.6.4 Covered Employees may determine how many hours of SPSL to use based upon a qualifying reason, up to the total number of hours to which the Covered Employee is entitled under the above.

3.6.5 Tri-City is not required to provide a Covered Employee more than the total number of hours of SPSL to which the Covered Employee is entitled to under sections 3.6.2 and 3.6.3 above.

3.6.6 If a Covered Employee is provided SPSL retroactively for qualifying unpaid leave before adoption of this policy, Tri-City will count the retroactive SPSL provided against the total amount of SPSL to which the Covered Employee is entitled.

3.6.7 Covered Employees that request retroactive SPSL will be required to sign a "COVID-19 Supplemental Paid Sick Leave Acknowledgement," acknowledging the accuracy of the amount of leave designated retroactively.

3.7 Compensation While on SPSL:

Covered Employees are entitled to compensation for SPSL at their regular rate of pay, subject to a cap of $511 per day and $5,110 in the aggregate.

3.8 Employee Notice of SPSL:

Covered Employees must notify Tri-City that they intend to take SPSL. The Covered Employee may provide such notice either orally or in writing to their immediate supervisor.

3.9 Employee Status While on Leave:

Tri-City will compensate Covered Employees who use SPSL according to the manner described in this policy and will otherwise treat Covered Employees who use COVID-19 Supplemental Paid Sick Leave as if they are on using paid sick leave according to Tri-City's Personnel Rules and Regulations, Rule VI. Section 2: Sick Leave.

3.10 Employee Obligations for Requesting Retroactive Payments for Prior Leave that Qualified as SPSL:

3.10.1 Employees are entitled to SPSL retroactive to January 1, 2021.

3.10.2 If Tri-City did not compensate the employee for leave that would otherwise have qualified as SPSL between January 1, 2021 and the effective date of this policy, in an amount equal or greater to what the employee would have been entitled to

under this policy, the employee is eligible for a retroactive payment from Tri-City for such leave.

3.10.3 In order to receive payment for such leave, employees must make an oral or written request to be paid for such leave to Tri-City's Human Resources Department.

3.10.4 For any such retroactive payment, the number of hours of leave corresponding to the amount of the retroactive payment shall count towards the total number of hours of SPSL that the employer is required to provide to the Covered Employee.

3.10.5 For the purposes of retroactive SPSL, Tri-City compensation includes sick, vacation, floating holidays, compensatory time and/or paid administrative leave accruals. Employees that used any of the aforementioned accruals between January 1 and the effective date of this policy were compensated for their previous leave and would not be entitled to retroactive SPSL.

4. REFERENCES

4.1 California Labor Code § 248.2

Employee Request Form for Prospective COVID-19 Supplemental Paid Sick Leave ("SPSL")

INSTRUCTIONS:
Please complete and return the following form to your immediate supervisor if you are requesting COVID-19 Supplemental Paid Sick Leave ("SPSL"). The immediate supervisor should make note of the requested dates for timecard purposes and forward this form to the Human Resources Department. You may also request SPSL through your immediate supervisor by following your Department's normal procedures for requesting other sick leaves pursuant to Tri-City's Personnel Rules & Regulations, Rule VI. Section 2: Sick Leave. Supervisors should complete this form on behalf of employees who orally request SPSL and are unable to or decline to complete the form, but meet with the qualifications for SPSL.

Employee Name: _____

Date of Request: _____

I am requesting SPSL because I am unable to work or telework for the following reason:

_____ I am subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health ("CDPH"), the federal Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace. The government agency that has issued the quarantine or isolation order is: _____ (e.g., state, county, city).

_____ I have been advised by a health care provider to self-quarantine due to concerns related to COVID-19. The name of the health care provider who has advised me to self-quarantine due to concerns related to COVID-19 is: _____.

_____ I am experiencing symptoms of COVID-19 and am seeking a medical diagnosis.

_____ I am caring for a Family Member who is subject to a quarantine or isolation order or guidelines described above, or who has been advised to self-quarantine by a health care provider. The Family Member I am caring for is: _____ (state the relation to you of the Family Member you are caring for).

_____ I am caring for a Child whose school or place of care is closed *or* otherwise unavailable for reasons related to COVID-19 on the premises. The name of the school or place of care that is closed or otherwise unavailable is: _____.

_____ I am attending an appointment to receive a vaccine for protection against contracting COVID-19. My vaccination appointment is on: _____ (date) at _____ (time).

_____ I am experiencing symptoms related to a COVID-19 vaccine.

_____ I am seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 after I was exposed to COVID-19.

_____ I am seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, COVID-19 after Tri-City requested such test or diagnosis. I was prohibited from working on _____ (date) and instructed that I am not permitted to return to work until _____ (date).

I am requesting SPSL beginning on _____, 2021.

I expect to use SPSL until _____, 2021.

_____
Employee Signature

For Human Resources Use Only:

HR Representative Signature: _____

Date Request Received by Human Resources: _____

COMMENTS/NOTES:

_____

_____

_____

_____

_____

Employee Request Form for Retroactive COVID-19 Supplemental Paid Sick Leave ("SPSL")

INSTRUCTIONS: Please complete and return the following form to your immediate supervisor if you are requesting COVID-19 Supplemental Paid Sick Leave ("SPSL") retroactively for unpaid COVID-19 related leave taken on or after January 1, 2021 and prior to May 19, 2021. You may also orally request retroactive SPSL payments from your immediate supervisor(s). Supervisors should complete this form on behalf of employees who orally request SPSL and are unable to or decline to complete the form, but meet with the qualifications for retroactive SPSL.

Employee Name: _____

Date of Request: _____

I am requesting retroactive payments for SPSL because I was previously unable to work or telework for the following reason(s) on or after January 1, 2021 and prior to May 19, 2021:

_____ I was subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health ("CDPH"), the federal Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace. The government agency that issued the quarantine or isolation order was: _____ (e.g., state, county, city).

I am requesting payment for COVID-19 Supplemental Paid Sick Leave that I took for this qualifying reason beginning on _____, 2021 and ending on _____, 2021.

_____ I was advised by a health care provider to self-quarantine due to concerns related to COVID-19. The name of the health care provider who advised me to self-quarantine due to concerns related to COVID-19 is: _____.

I am requesting payment for COVID-19 Supplemental Paid Sick Leave that I took for this qualifying reason beginning on _____, 2021 and ending on _____, 2021.

_____ I was experiencing symptoms of COVID-19 and was seeking a medical diagnosis.

I am requesting payment for SPSL that I took for this qualifying reason beginning on _____, 2021 and ending on _____, 2021.

_____ I was caring for a Family Member who was subject to a quarantine or isolation order or guidelines described above, or who was advised to self-quarantine by a health care provider. The Family Member I was caring for is: _____ (state the relation to you of the Family Member you were caring for).

I am requesting payment for SPSL that I took for this qualifying reason beginning on _____, 2021 and ending on _____, 2021.

_____ I was caring for a Child whose school or place of care was closed *or* otherwise unavailable for reasons related to COVID-19 on the premises. The name of the school or place of care that was closed or otherwise unavailable is: _____.

I am requesting payment for SPSL that I took for this qualifying reason beginning on _____, 2021 and ending on _____, 2021.

_____ I was attending an appointment to receive a vaccine for protection against contracting COVID-19. My vaccination appointment was on: _____ (date) at _____ (time).

I am requesting payment for SPSL that I took for this qualifying reason beginning on _____, 2021 and ending on _____, 2021.

_____ I was experiencing symptoms related to a COVID-19 vaccine that prevented me from being able to work or telework. I experienced these symptoms on _____ (date(s)).

I am requesting payment for SPSL that I took for this qualifying reason beginning on _____, 2021 and ending on _____, 2021.

The dates listed above must lie between January 1, 2021 and May 19, 2021. If the dates you are requesting SPSL is after May 19, 2021, please fill out the "Employee Request Form for Prospective COVID-19 Supplemental Paid Sick Leave".

_____
Employee Signature

For Human Resources Use Only:

_____ _____
HR Representative Signature Date Received By HR

COMMENTS/NOTES:

_____

_____

_____

_____

ATTACHMENT 6-B

Employee Acknowledgement Form for Retroactive Request for COVID-19 Supplemental Paid Sick Leave ("SPSL")

INSTRUCTIONS: Please complete and return the following form to your immediate supervisor after Tri-City has provided you with a calculation of the number of hours of retroactive COVID-19 Supplemental Paid Sick Leave ("SPSL") to which you are entitled based upon your request for such leave taken on or after January 1, 2021 and prior to Tri-City's Adopted COVID-19 Supplemental Paid Sick Leave Policy.

Employee Name: _____

Date of Request for Retroactive SPSL: _____

Single Qualifying Leave Period:

Fill out this section *only* if you requested retroactive payment for one continuous period. If you requested SPSL for multiple, non-continuous periods, do not fill out this section, but complete the following section of this form.

I requested SPSL retroactive payment for qualifying reasons that began on _____, 2021 and ended on _____, 2021.

Multiple Qualifying Leave Periods:

Fill out this section if you requested retroactive payment for multiple qualifying periods.

Fill out this section for as many qualifying periods as you are seeking retroactive payment.

I requested SPSL retroactive payment for qualifying reasons for the following dates (only fill in as many fields as applicable):

1. Qualifying reasons that began on _____, 2021 and ended on _____, 2021.

2. Qualifying reasons that began on _____, 2021 and ended on _____, 2021.

3. Qualifying reasons that began on _____, 2021 and ended on _____, 2021.

   Qualifying reasons that began on _____, 2021 and ended on _____, 2021.

On _____ (Insert Date), Tri-City advised me that I was eligible for _____ (Insert Number of Hours) hours of retroactive SPSL**,** in response to my request for retroactive SPSL payments.

By signing this form, I hereby acknowledge that the number of hours listed above accurately reflects **all** of the time during which I was unable to work or telework between January 1, 2021 and Tri-City Adopted a COVID-19 Supplemental Paid Sick Leave Policy, for one of the qualifying reasons for SPSL, as listed in Tri-City's "Administrative Policy Concerning 'COVID-19 Supplemental Paid Sick Leave' under Labor Code § 248.2."

Once paid for such leave (if such the leave was unpaid), I will hereby waive my right to seek further retroactive payments for unpaid SPSL on or after January 1, 2021 and on or before Tri-City Adopted a COVID-19 Supplemental Paid Sick Leave Policy.

If I have not exhausted my SPSL balance as a result of the above retroactive payment request, I understand that I may still qualify for SPSL in the future.

Date: _____ _____

Employee Signature

For Human Resources Use Only:

_____

HR Representative

Date Received by Human Resources: _____

Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 19, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Rimmi Hundal, Director of MHSA and Ethnic Services
Dana Barford, MHSA Projects Manager

SUBJECT: Consideration of Resolution No. 581 Approving the Mental Health Services Act (MHSA) Innovation Plan Update Effective July 1, 2021 through June 30, 2024

Summary

This Mental Health Services Act (MHSA) Innovation (INN) project proposal, Restorative Practices for Improving Mental Health (RPIMH) effective July 1, 2021 through June 30, 2024 was posted on April 9, 2021 for a 30-day review process, which ended on May 10, 2021. In addition, the RPIMH INN project was submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) for concurrent technical assistance and feedback. Tri-City staff requests approval and adoption of the new MHSA INN Plan Update, as recommended by the Mental Health Commission.

Background

The Restorative Practices in Mental Health (RPIMH) Innovation project is proposing to combine, Sky Breathing, Trauma Informed Yoga, and Restorative Circles into a single course of treatment or healing aimed at addressing the deficits in mental and emotional support currently available in our three cities. Through the combined application of these three evidence-based practices, this project hopes to address the issues of retention and burnout for Tri-City staff in addition to improving the overall wellbeing of transition age youth and their support staff residing in the cities of Claremont, Pomona and La Verne.

Staff circulated a draft of the Innovation Plan by making a copy of the plan available on TCMHA website as well as promoting the posting on social media. Copies of the plan were also placed at the local community centers and the local libraries. Comments were welcomed via email, fax or phone. All comments received regarding this plan will be shared during a joint meeting of the Mental Health Commission and Governing Board held on May 19, 2021.

Stakeholder involvement is a critical component to the success of the MHSA Innovation process for Tri-City and staff continue to value and empower them throughout the community planning process. In preparation of this Innovation Plan, community members were invited to participate in stakeholder meetings and workgroups focusing on reviewing

current MHSA programming and identifying possible gaps in service. These workgroups helped to develop the newest proposal, Restorative Practices for Improving Mental Health.

Fiscal Impact

The Agency has funds available under MHSA INN Plan Component to support the INN Plan from July 1, 2021 to June 30, 2024.

Recommendation

Staff recommends that the Governing Board adopt Resolution No 581 approving the MHSA Innovation Plan Update effective July 1, 2021 through June 20, 2024, as recommended by the Mental Health Commission.

Attachment

Attachment 7-A: Resolution No. 581 - DRAFT

Attachment 7-B: MHSA Innovation Plan Update from 07/01/2021 – 06/30/2024 - DRAFT

RESOLUTION NO. 581

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE MENTAL HEALTH SERVICES ACT (MHSA) INNOVATION PLAN UPDATE EFFECTIVE JULY 1, 2021 THROUGH JUNE 20, 2024

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 adopt the Mental Health Services Act (MHSA) Innovation (INN) Plan Update, effective July 1, 2021 through June 30, 2024, as recommended by the Authority's Mental Health Commission.

B. The MHSA INN project proposal, Restorative Practices for Improving Mental Health (RPIMH), was posted on April 9, 2021 for a 30-day review process; and it was submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) for concurrent technical assistance and feedback.

C. The RPIMH Innovation project combines Sky Breathing, Trauma Informed Yoga, and Restorative Circles into a single course of treatment, or healing, aimed at addressing the deficits in mental and emotional support currently available in our three cities. Through the combined application of these three evidence-based practices, this project hopes to address the issues of retention and burnout for Tri-City staff, and improving the overall wellbeing of transition age youth and their support staff residing in the cities of Claremont, Pomona and La Verne.

2. Action

The Governing Board approves and adopts the proposed MHSA Innovation Plan Update, Restorative Practices for Improving Mental Health, effective July 1, 2021 through June 20, 2024.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 19, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:_____

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

TRI·CITY
Mental Health

Restorative Practices for Improving Mental Health (RPIMH)

Breathe ~ Heal ~ Restore

MHSOAC
Mental Health Services
Oversight & Accountability Commission

MENTAL HEALTH SERVICES ACT · PROPOSITION 63 · CALIFORNIA

ATTACHMENT 7-B

INNOVATIVE PROJECT PLAN
RECOMMENDED TEMPLATE

COMPLETE APPLICATION CHECKLIST
Innovation (INN) Project Application Packets submitted for approval by the MHSOAC should include the following prior to being scheduled before the Commission:
☐ Final INN Project Plan with any relevant supplemental documents and examples: program flow-chart or logic model. Budget should be consistent with what has (or will be) presented to Board of Supervisors. *(Refer to CCR Title9, Sections 3910-3935 for Innovation Regulations and Requirements)*
☐ Local Mental Health Board approval Est Approval Date: 5/19/2021
☐ Completed 30 day public comment period Comment Period: 4/9/21-5/8/21
☐ BOS approval date Approval Date: _____ If County has not presented before BOS, please indicate date when presentation to BOS will be scheduled: 5/19/2021 *Note: For those Counties that require INN approval from MHSOAC prior to their county's BOS approval, the MHSOAC may issue contingency approvals for INN projects pending BOS approval on a case-by-case basis.*
Desired Presentation Date for Commission: 5/20/2021 via Delegated Authority ***Note: Date requested above is not guaranteed until MHSOAC staff verifies all requirements have been met.***

County Name: Tri-City Mental Health Authority

Date submitted: April 2021

Project Title: Restorative Practices for Improving Mental Health (RPIMH)

Total amount requested: $949,957

Duration of project: Three Years July 2021-June 2024

Purpose of Document: The purpose of this template is to assist County staff in preparing materials that will introduce the purpose, need, design, implementation plan, evaluation plan, and sustainability plan of an Innovation Project proposal to key stakeholders. *This document is a technical assistance tool that is recommended, not required.*

Innovation Project Defined: As stated in California Code of Regulations, Title 9, Section 3200.184, an Innovation project is defined as a project that "the County designs and implements for a defined time period and evaluates to develop new best practices in mental health services and supports". As such, an Innovation project should provide new knowledge to inform current and future mental health practices and approaches, and not merely replicate the practices/approaches of another community.

Section 1: Innovations Regulations Requirement Categories

CHOOSE A GENERAL REQUIREMENT:

An Innovative Project must be defined by one of the following general criteria. The proposed project:

- ☐ Introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention
- ☐ Makes a change to an existing practice in the field of mental health, including but not limited to, application to a different population
- ☒ Applies a promising community driven practice or approach that has been successful in a non-mental health context or setting to the mental health system
- ☐ Supports participation in a housing program designed to stabilize a person's living situation while also providing supportive services onsite

CHOOSE A PRIMARY PURPOSE:

An Innovative Project must have a primary purpose that is developed and evaluated in relation to the chosen general requirement. The proposed project:

- ☐ Increases access to mental health services to underserved groups
- ☒ Increases the quality of mental health services, including measured outcomes
- ☒ Promotes interagency and community collaboration related to Mental Health Services or supports or outcomes
- ☐ Increases access to mental health services, including but not limited to, services provided through permanent supportive housing

Section 2: Project Overview

PRIMARY PROBLEM

What primary problem or challenge are you trying to address? Please provide a brief narrative summary of the challenge or problem that you have identified and why it is important to solve for your community. Describe what led to the development of the idea for your INN project and the reasons that you have prioritized this project over alternative challenges identified in your county.

Tri-City Mental Health Authority (Tri-City) provides services to a community comprised of three very distinct cities – Claremont, La Verne, and Pomona. Not only do these cities vary by size and population, they also vary financially, by their views on mental health, and by their overall community cultures. However, since March 2020, the residents of these three cities have shared one common concern that has led to an increase in anxiety, depression, fear and overall stress: COVID-19.

According to Ginger.com, the leader in on-demand mental healthcare, prior to the onset on COVID-19 in 2020, 60% of workers reported that stress impacted them at work to the point of tears, which is a 23% increase from 2019 (Ginger, 2020). Those surveyed following the outbreak of COVID-19 indicated even significantly higher levels of stress including claims that this was the “most stressful time of their entire professional career.” Additional survey data indicates that although workers agree that their employers have increased its focus on employee mental health as a result of COVID-19, more can be done. Tri-City agrees with this statement and hopes to address this commitment to staff through this plan.

In addition to the stress and burnout experienced by mental health professionals, Transition Age Youth (TAY) ages 16-25, continues to be both a priority population and yet acknowledged, “difficult to engage” group for Tri-City Mental Health. Although the pandemic has impacted all age groups within the Tri-City area, studies have shown that it seems especially damaging to these vulnerable individuals including youth in foster care.

According to the American Psychological Association, “the potential long-term consequences of the persistent stress and trauma created by the pandemic are particularly serious for our country’s youngest individuals, known as Generation Z (Gen Z). Our 2020 survey shows that Gen Z teens (ages 13-17) and Gen Z adults (ages 18-23) are facing unprecedented uncertainty, are experiencing elevated stress and are already reporting symptoms of depression.” (Harris Poll, 2020)

Transition Age Youth, including those residing in foster care, or who identify as LGBTQ, experience an even greater impact on their lives including living conditions and basic standards of health, education, employment and well-being since the start of this pandemic.

This year-long exposure to elevated stress in mental health service providers compounded with the persistent anxiety and trauma found in the youth of our cities, has launched this mental and emotional health focused project to provide staff and youth in our communities with a menu of independent and self-selected trainings which are easily accessible online and available in a group venue or independent study.

PROPOSED PROJECT

Describe the INN Project you are proposing. Include sufficient details that ensures the identified problem and potential solutions are clear. In this section, you may wish to identify how you plan to implement the project, the relevant participants/roles within the project, what participants will typically experience, and any other key activities associated with development and implementation.

A) Provide a brief narrative overview description of the proposed project.

Community engagement and collaboration have long been the driving forces behind the success of the projects and programs implemented by Tri-City Mental Health under the Mental Health Services Act. By engaging individuals who live and work within the three cities of Claremont, La Verne, and Pomona, Tri-City staff are able to create projects that reflect both the desire and needs of the communities we serve.

This long-standing alliance is the undertone of the **Restorative Practices for Improving Mental Health (RPIMH)** project which is comprised of a combination of three evidence-based practices, SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circles, which are typically delivered independently and address distinct elements related to physical health and emotional health of participants. Each of these practices are normally offered separately for a fee and as such, may not meet the individual needs of the participants. In addition, the cost is often times prohibitive for the disadvantaged youth we serve.

This project is proposing to combine these three practices into a single course of treatment or healing aimed at addressing the deficits in mental and emotional support currently available in this area. Two target populations are identified and will be engaged for this project: 1) Tri-City clinical and non-clinical staff who are experiencing the effects of COVID 19 leading to elevated stress and potential burnout; and 2) Transition Age Youth (TAY) ages 16-25, who reside within the Tri-City catchment area, including TAY who are at risk due to COVID-19, those who are residing in foster care, or identify as LGBTQ, as well as the staff that support them.

The three practices selected by the workgroup participants include:

SKY Breathing: an evidence-based practice that can help individuals reduce stress and clear their minds through a breath meditation. Improvements noted by researchers and participants include the areas of depression, stress, mental health, mindfulness, positive affect, and social connectedness in addition to better quality of sleep. Researchers have shown that each emotion is linked to a breathing pattern and when you change the way you breathe you can change how you feel.

Trauma Informed Yoga: which emphasizes the impact of trauma on the entire mind-body system and provides an approach to creating a safe and supportive space where participants can learn emotional regulation skills through connection with the breath and increased body awareness. Trauma-informed yoga will increase access to mental health services to underserved groups and help participants develop positive copying mechanisms and increase the quality of mental health services while decreasing the symptoms of depression, anxiety, and stress.

Restorative Practice Circles: used to bring together both offenders and victims in an attempt to repair damaged relationships through a process of accountability and forgiveness. The reasoning behind this concept is that when someone offends or hurts someone else, the offender can reflect on their harm to the victim and work towards reconciliation while taking a restorative approach to heal the transgression. Restorative circles have proven to be effective in a variety of educational and community settings. Circles are facilitated by

individuals who hold credentials including LCSW, MFT, retired educators, college students, community members and individuals with lived experience.

Through the combined application of these three evidence-based practices, this project hopes to address the issues of retention and burnout for Tri-City staff in addition to improving the overall wellbeing of transition age youth and their support staff residing in the cities of Claremont, Pomona and La Verne.

B) Identify which of the three project general requirements specified above [per CCR, Title 9, Sect. 3910(a)] the project will implement.

This project applies a promising community driven practice or approach that has been successful in a non-mental health context or setting to the mental health system.

C) Briefly explain how you have determined that your selected approach is appropriate. For example, if you intend to apply an approach from outside the mental health field, briefly describe how the practice has been historically applied.

Each of the three trainings, SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circles, have been implemented in a variety of settings but not as a "training package" used to address burnout in mental health professionals or to address trauma, depression, and anxiety in youth, including those who identify as LGBTQ, or reside in foster care.

SKY Breathing is typically taught either during an in-person training (pre COVID) or virtually. The length of time varies for each training but is typically delivered in a three-day timeframe. It can be longer for specific populations who may require additional time and support. This training is usually offered as a single method with instructors who are specifically trained in this practice.

Trauma Informed Yoga is also a specialty training that is offered in-person (pre COVID) or virtually. Instructors are also specifically trained in this practice which addresses and supports individuals who have experienced some form of trauma. Although there is a breathing component to this practice, the breath training is not as extensive or specific as SKY Breathing.

Restorative Practice Circle, also known as Restorative Justice, has historically been implement in the justice system and primarily focused on bringing together criminal offenders and their victims in an effort to encourage accountability and restitution or attempt to repair the damage done by the crime. This practice seeks to make a cultural shift from a punitive model to a restorative model. Restorative circles have also proven to be successful in

educational settings as well where these skills are useful in helping student to build positive relationships and learn to support one another.

This project is proposing to combine these three practices into a single course of treatment or healing aimed at addressing the deficits in mental and emotional support currently available in this area.

D) **Estimate the number of individuals expected to be served annually and how you arrived at this number.**

This project intends to serve approximately 360 individuals over a three-year period. The following represents a projection of the number served and trained over the life of the project. However, these numbers are subject to change based on current and future COVID-19 restrictions and participation.

Tri-City Clinical and Non-Clinical Staff: We estimate serving 120 Tri-City staff over a three-year period. This will include both clinical and non-clinical staff. These trainings will be offered both virtually, where staff will have access to them on-demand or in organized groups, and in person (year two-three), based on updated COVID -19 restrictions.

TAY/LGBTQ/Foster Youth/Support Staff: This project anticipates serving a total of 240 transition age youth who are at risk due to COVID-19, LGBTQ, and/or foster youth and the staff that support them. Trainings will be offered virtually for those who have access to mobile devices, and in-person when COVID-19 restrictions allow. Each of the components will be offered but we anticipate one of more will be more popular or practical for specific populations. TAY and support staff participants will receive stipends as an incentive to participate in the trainings.

These numbers were arrived at based on current Tri-City employment numbers as well as local demographics. Tri-City currently employs 212 individuals, agency-wide and this project is intended to be offered to both clinical and non-clinical staff. Current demographic information for the combined cities of Pomona, Claremont and La Verne estimated the number of youths to average about 20% of the total population[1]. However, this project will serve a sample size of 240 TAY and support staff and then expanded if proven to be successful.

E) **Describe the population to be served, including relevant demographic information (age, gender identity, race, ethnicity, sexual orientation, and/or language used to communicate).**

[1] US Census Bureau

Two target populations are identified and will be engaged for this project 1) Tri-City clinical and non-clinical staff who are experiencing the effects of COVID-19 leading to elevated stress and potential burnout; and 2) Transition Age Youth (TAY) ages 16-25, who reside within the Tri-City catchment area, including individuals who are at risk due to COVID-19, residing in foster care, identify as LGBTQ, as well as the staff that support them.

All trainings and support services will be delivered in both English and Spanish, Tri-City's primary threshold languages.

RESEARCH ON INN COMPONENT

A) What are you proposing that distinguishes your project from similar projects that other counties and/or providers have already tested or implemented?

Research conducted for this project indicates that traditionally, each of these practices are offered as a separate component and outcomes are measured based on the individual impact for each. Although yoga may incorporate breathing as a component, it does not include the specific approach of SKY Breathing which is one of the featured practices in the project.

SKY Breathing teaches breathing techniques and meditation which have been demonstrated to help de-stress both the mind and the body, thus bringing emotional well-being and balance to life. This practice is provided in a variety of community and professional settings but typically as a stand-alone program, although with variations depending on the audience.

Trauma Informed Yoga is a practice that focuses on creating a safe and supportive space where participants, through a connection of breath and increase body awareness, can learn emotional regulation skills. This practice is also provided in a variety of settings including yoga studios or other locations.

Restorative Practice Circles is typically utilized in the judicial and school-based systems. There are some community-based trainings also available. However, these trainings focus only on accountability and relationship repair and do not include the breathing or yoga components.

By incorporating all three of these evidence-based practices, Tri-City will attempt to offer an array of support practices that will increase the quality of mental health wellbeing as well as promoting interagency and community collaboration related to mental health services and supports and/or outcomes.

B) Describe the efforts made to investigate existing models or approaches close to what you're proposing. Have you identified gaps in the literature or existing practice that your project would seek to address? Please provide citations and links to where you have gathered this information.

In order to determine the innovative approach of this project, research was conducted on the topics of SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circles, as well as similar projects in general. The research indicated that there is no evidence or example of a public mental health agency implementing a program that involves utilizing a combination of these practices for the benefit of both agency staff and transition age youth, using evidence-based trainings to both support and attempt to mitigate the impact of COVID-19.

In addition, by utilizing the MHSA Program Search Tool located on the Mental Health Services Oversight and Accountability website, Tri-City staff reviewed all Innovation projects listed beginning in FY 2012-13 to date and found no projects that appeared to have the components, SKY Breathing, Trauma Informed Yoga, or Restorative Practice Circles listed. In addition, none of the current or previous projects implemented by other counties appear to address staff retention and burnout.

Citations and links to specific articles are located in the Appendix on page 28.

LEARNING GOALS/PROJECT AIMS

The broad objective of the Innovative Component of the MHSA is to incentivize learning that contributes to the expansion of effective practices in the mental health system. Describe your learning goals/specific aims and how you hope to contribute to the expansion of effective practices.

A) What is it that you want to learn or better understand over the course of the INN Project, and why have you prioritized these goals?

The **Restorative Practices for Improving Mental Health (RPIMH)** project hopes to determine if offering a set of self-help practices, used in combination, can help mental health staff to improve their own mental and physical health while serving clients in both an existing and post COVID-19 world. This project seeks to understand if providing a series of evidence-based training that can be accessed on-demand, will help to reduce stress and improve retention in community mental health.

In addition, will these same set of practices help transition age youth (ages 16-25) to improve their resiliency and emotional regulation while decreasing symptoms of trauma, depression,

anxiety, and stress. These goals were determined by both Tri-City staff and community members as a result of engagement in surveys, workgroups, and outside research.

Goals for this project include:

1. Reduce the rate of burnout in Tri-City staff and increase retention rate
2. Reduce the rate of burnout in community support staff that work with TAY
3. Develop an online menu of wellbeing practices that staff can access on-demand
4. Increase client outcomes when incorporating one or more of these practices
5. Increase access to mental health services for Transition Age Youth (TAY)
6. Decreased symptoms of trauma, depression, anxiety, and stress in the TAY population
7. Increase the number of TAY who are reunited with family members through restorative dialogue

B) How do your learning goals relate to the key elements/approaches that are new, changed or adapted in your project?

Each of these learning goals reflect Tri-City's desire to evaluate, through pre and post evaluations, and ultimately improve the overall mental wellbeing for these critical populations. Through the combination of these evidence-based practices, this project hopes to address the issues of retention and burnout for Tri-City staff in addition to improving the overall wellbeing of transition age youth at risk due to COVID-19, including those who identify as LGBTQ, and foster care youth, in addition to the staff that support them.

EVALUATION OR LEARNING PLAN

For each of your learning goals or specific aims, describe the approach you will take to determine whether the goal or objective was met. Specifically, please identify how each goal will be measured and the proposed data you intend on using.

Each of these learning goals/questions will be evaluated by the method indicated below. Pre and post tests will be administered before and after each training. Results will be compiled and presented to participants and stakeholders on a quarterly basis. Any necessary changes or course corrections will be made at that time.

In addition, performance measure will be developed based on a data collection method platform called Results Based Accountability (RBA). RBA uses a data-driven, decision-making process to help communities to improve the effectiveness of their programs. This method starts with the end in mind and works forward with an emphasis on the target population vs performance of the program.

- *Reduce the rate of burnout in Tri-City staff and increase retention rate*

Learning Goal	Evaluation Method
Is RPIMH effective in reducing burnout among clinical and non-clinical mental health professionals?	1. *Staff data that includes: Number of people trained in RPIMH and by job position.* 2. *Pre and post survey of participants that includes questions related to burnout and stress.* 3. *Post survey of their use of these practices, how often, and their experiences.* 4. *Follow up survey in six months to learn how they have used these practices (post survey only).* 5. *Pre and Post measures of retention rate by position/clinical and non-clinical.*
Is RPIMH effective in engaging TC staff in a sustained well-being practice?	
Does the knowledge gained through the combination of RPIMH frameworks help staff to integrate these practices in their scope of work?	

- *Reduce the rate of burnout in community support staff that work with TAY*

Learning Goal	Evaluation Method
Is RPIMH effective in improving well-being among youth workers?	1. *Pre and post survey of participants that includes questions related to burnout and stress.* 2. *Survey on how they have used these practices (post survey only).*
Does RPIMH reduce stress among youth workers?	

- *Develop an online menu of wellbeing practices that staff can access on-demand*

Learning Goal	Evaluation Method
Does providing an access on-demand menu of wellbeing practices contribute to retention?	1. *Number of practices offered* 2. *Number of practices accessed* 3. *Number of people who accessed the practices* 4. *Post survey of those who accessed these practices and how they used them to help themselves and others.*

- *Increase client outcomes when incorporating one or more of these practices*

Learning Goal	Evaluation Method
Does the practice of RPIMH by clinicians improve client outcomes?	1. *Post survey of staff to see how often they connect clients with these practices and the number of clients they have connected with.* 2. *Add questions to the client survey (MHSIPs) that address the use and experience of clients when using these practices (post survey only).*

- *Increase access to mental health services for Transition Age Youth (TAY)*

Learning Goal	Evaluation Method
Does RPIMH promote interagency and community collaboration related to mental health services by providing an entry point to seeking additional support services?	1. *Number of service requests for Access to Care from community agencies that are involved in this project.* 2. *Number of referrals into Tri-City programs (MHSA, IOET, etc.) from community agencies that are involved in this project.*

- Decreased symptoms of PTSD, depression, anxiety, and stress *in the TAY population*

Learning Goal	Evaluation Method
Is RPIMH effective in reducing symptoms of trauma, PTSD, depression, anxiety, and stress *in youth?*	1. *Pre and post surveys of Tri-City Mental Health TAY clients (18 years and older) that includes:* a. *Measures of depression, anxiety, and stress.* b. *The use and experience of clients when using these practices.*
Is RPIMH effective in increasing resiliency among youth?	

Is RPIMH effective in increasing emotional regulation among youth?	c. *Measures of resiliency emotional regulation, and ability to manage stress.*

- *Increase the number of TAY who are reunited with family members through restorative dialogue*

Learning Goal	*Evaluation Method*
Is RPIMH effective in reuniting families who are estranged or experiencing relationship challenges?	1. *Number of TAY families who participate in RPIMH who are not unified or are experiencing challenges.* 2. *Pre and post surveys measuring communication and interaction. Post survey will also include how often they use these practices and their experiences when using them.*

Section 3: Additional Information for Regulatory Requirements

CONTRACTING

If you expect to contract out the INN project and/or project evaluation, what project resources will be applied to managing the County's relationship to the contractor(s)? How will the County ensure quality as well as regulatory compliance in these contracted relationships?

Tri-City expects to contract with outside trainers for SKY Breathing, Trauma Informed Yoga, and Restorative Practice Circle trainings. In addition, if possible, this project will utilize trainers that practice within the Tri-City area and are current stakeholders and community members. Funding for these trainers/trainings will be provided through the RPIMH project budget.

The trainings will be coordinated and supervised by the Innovation Coordinator in collaboration with the training representatives. Each of these evidence-based trainings will be evaluated by Tri-City's Best Practices Department and outcomes will be shared with stakeholders via quarterly and annual Innovation project reports as well as through presentations in community stakeholder meetings.

COMMUNITY PROGRAM PLANNING

Please describe the County's Community Program Planning process for the Innovative Project, encompassing inclusion of stakeholders, representatives of unserved or under-served populations, and individuals who reflect the cultural, ethnic and racial diversity of the County's community.

Since the onset of COVID-19, in-person stakeholder meetings are prohibited which makes frequent communication with stakeholders via email and virtual meetings even more critical to ensure they are aware of resources and support services that are available to them and the community at large. Stakeholder meetings and workgroups were transitioned to a virtual platform in March of 2020 in addition to emails sent with links to online trainings and virtual webinars as well as service updates.

To begin this Innovation planning process, stakeholders were informed and invited during the September 2020 stakeholder meeting to participate in the development of a new Innovation project. Participants who expressed an interest in this process were informed of the workgroup information. In addition, an online survey was distributed to stakeholders to request new ideas to be submitted. From this survey three ideas were submitted which were presented to the Innovation workgroup.

In an ongoing effort to collect additional stakeholder input, stakeholders and community members were emailed and encouraged to complete Tri-City's MHSA Planning Process Survey to share their thoughts and concerns regarding the availability of support services, priority populations and unmet needs within the Tri-City care. This annual community planning survey is available in both English and Spanish and is used to identify the needs and priorities of the three cities. These results are then presented to the Innovation workgroups who were able to incorporate these needs and concerns in the creation of new Innovation projects.

In the most recent planning survey, when asked to identify priority populations, respondents indicated their concern for Transition Age Youth (16-25), including those who reside in foster care or identify as LGBTQ. These results were the impetus that sparked further conversations in the Innovation workgroups where participants addressed the numerous issues encountered by this critical population while developing this project proposal.

The demographics for those completing the Community Planning Survey included:
Gender: 82% Female and 18% Male
Age: Ages 26-59 64% and 60+ 36%
Primary Language English 91% and Spanish 9%
Race/Ethnicity: Hispanic/Latino 27%, White/Caucasian 55%, Other 18%

Other: LGBTQ 9%

In January of 2021, community members and Tri-City staff came together to begin the process of identifying a new Innovation project. Innovation workgroup participants consisted of fifteen members who reflect a diverse group of individuals. These individuals represented Tri-City staff, faith-based leaders, community members involved in juvenile justice, LGBTQ, and transition age youth. Two project ideas were presented by community members; one did not meet the criteria for an Innovation project and the other project was voted to move forward and is presented here. A third option was considered a duplicate of a previous idea.

The following is a list of the public meetings, postings and approvals:
Stakeholder Meetings: 9/30/20, 3/4/21
Innovation Workgroups: 1/21/21, 2/4/21, 2/9/21, 2/10/21, 2/11/21
Estimated Plan Posting Date for 30-Day Comment Period: April 9, 2021
Estimated Mental Health Commission Approval: May 19, 2021
Estimated Governing Board Approval: May 19, 2021

MHSA GENERAL STANDARDS

Using specific examples, briefly describe how your INN Project reflects, and is consistent with, all potentially applicable MHSA General Standards listed below as set forth in Title 9 California Code of Regulations, Section 3320 (Please refer to the MHSOAC Innovation Review Tool for definitions of and references for each of the General Standards.) If one or more general standards could not be applied to your INN Project, please explain why.

A) Community Collaboration

The overall focus of this project is to create community collaboration around mental health and wellbeing. Tri-City will work with various local organizations representing the target populations as well as the trainers who have been identified to participate in this project. These organizations include faith-based groups, youth organizations, foster care group homes, local LGBTQ Pride Center, and Tri-City Wellness Center.

B) Cultural Competency

Cultural competence and inclusion are vital to creating projects that are accessible to community members residing within the Tri-City area. Each of the practices included in this project proposal are available in both English and Spanish. Tri-City will collaborate with each organization to identify the best cultural approach for working with each of these populations. This information will be incorporated in the training approaches utilized in this project.

C) Client-Driven

This project was selected after an extensive stakeholder process which included clients, community members and individuals with lived experience. The methods of feedback incorporated were collected through stakeholder meetings, Innovation workgroups and a community planning survey.

D) Family-Driven

Family members have provided valuable insight and feedback as to ways Tri-City can continue to support their needs and approach obstacles they may be facing when seeking services for themselves and their children. This feedback has been incorporated in the planning of this project.

E) Wellness, Recovery, and Resilience-Focused

All three components of this project are wellness, recovery, and resilience-focused. When used in combination, these practices will build on the strengths of each practice and participant to support people-in-recovery and those who may have experienced trauma, to live meaningful lives guided by their own choices.

F) Integrated Service Experience for Clients and Families

Through this project, Tri-City staff will have access to all three practices and able to share these skills with their clients. Clients will then be able to share their experiences with family members and extend these practices/skills to others. In addition, these practices, Restorative Circles in particular, will provide an opportunity for clients and their family members to use this new skill of communication and accountability to heal their broken relationships.

CULTURAL COMPETENCE AND STAKEHOLDER INVOLVEMENT IN EVALUATION

Explain how you plan to ensure that the Project evaluation is culturally competent and includes meaningful stakeholder participation.

Tri-City Mental Health is committed to the advancement of quality mental health services that are culturally compatible and respectful of the diverse healthcare beliefs of the people served. It is the mission of this Agency to guide and support the staff of Tri-City to ensure cultural and linguistically appropriate programs and services are available for community members residing in the cities of Claremont, Pomona and La Verne by building strong and collaborative relationships through partnerships and community engagement. Tri-City has a robust stakeholder engagement process which includes open communication, pre and post surveys,

workgroups, community stakeholder meetings, and continuous feedback. Materials are offered in both English and Spanish as well as interpreters for non-English speaking participants. Tri-City understands that Innovation projects are ever-evolving and it is necessary to have continuous check-ins with stakeholders to know if there is a pivot that needs to occur.

In addition, Tri-City hosts four community groups where participants are able to provide feedback regarding new and ongoing projects. These groups include ¡Adelante! Latino and Hispanic Wellness Advisory Council, whose primary goal is to instill hope and wellness by empowering community members within the Latino and Hispanic community to advocate and share their experience, knowledge and feedback. The LGBTQ+ Wellness Advisory Council was established to give a voice to LGBTQ+ communities by empowering members to advocate and share their experience, knowledge and feedback. The African American Family Wellness Advisory Council (AAFWAC) whose primary goal is to nurture hope and wellness within the African American community through mental health advocacy and treatment referral. The final group, dedicated to the Asian American Pacific Islander population, is currently in the formation phase and will be serving our AAPI community members in the same capacity as the groups mentioned about.

During the course of this learning project, there will be quarterly evaluations and discussions impacting the project activities based on outcomes. Participants of the project advisory committee will work closely with Tri-City staff in identifying performance and outcome measures that will provide the most credible and timely data for this project.

INNOVATION PROJECT SUSTAINABILITY AND CONTINUITY OF CARE

Briefly describe how the County will decide whether it will continue with the INN project in its entirety, or keep particular elements of the INN project without utilizing INN Funds following project completion.

Will individuals with serious mental illness receive services from the proposed project? If yes, describe how you plan to protect and provide continuity of care for these individuals upon project completion.

This project is not intended to provide direct services for individuals with severe emotional disturbance (SED)/serious mental illness (SMI). However, this project will provide support for providers in an effort to reduce burnout which directly impacts availability, consistency and continuity of care for person with severe emotional disturbance/serious mental illness.

This project will be evaluated based on participant/stakeholder feedback and various outcomes and performance measures. If determined to be successful, this project may be assumed under the Prevention and Early Intervention plan, as funding allows.

In addition, both the Tri-City staff, TAY, and TAY support staff who are trained in each of these practices will have the opportunity to continue to train other individuals in the community including clients, peers, family members and other service partners.

COMMUNICATION AND DISSEMINATION PLAN

Describe how you plan to communicate results, newly demonstrated successful practices, and lessons learned from your INN Project.

A) How do you plan to disseminate information to stakeholders within your county and (if applicable) to other counties? How will program participants or other stakeholders be involved in communication efforts?

This project will be promoted on Tri-City's website as well as all Tri-City social media platforms. Announcements have been made during stakeholder meetings and through direct emails. Tri-City staff will also be included in the launch process once the appropriate approvals have been received. In addition, local community partners who are offering these trainings will be promoting this project internally to their members.

Tri-City will provide stakeholders with periodic status reports during MHSA presentations and through Annual Updates and Three-Year Integrated plans. Tri-City will also seek opportunities to provide information on shared learnings during conferences, community meetings and collaborations with county partners. Program participants will be invited to share their personal experiences during these gatherings and other stakeholders will be able to share this project directly with their community organization, agency or department. The project and all subsequent reports will be posted on Tri-City's website as well as promoted through social media.

B) KEYWORDS for search: Please list up to 5 keywords or phrases for this project that someone interested in your project might use to find it in a search.

Breathing Trauma Restorative Stress Burnout

TIMELINE

A) Specify the expected start date and end date of your INN Project
July 1, 2021 to June 30, 2024

B) Specify the total timeframe (duration) of the INN Project
Three Years

C) Include a project timeline that specifies key activities, milestones, and deliverables—by quarter.

The following represents a projection of anticipated activities along with the corresponding dates. However, these projections are only estimates and may be adjusted throughout the life of the project based on actual project performance and any unforeseen impact due to COVID-19 restrictions.

Year 1, Quarter 1 July – Sept 2021

- Create outreach and engagement strategy with training consultants
- Prepare outreach and engagement marketing materials
- Determine required documents such as Release of Information and/or HIPAA
- Confirm project participants and related organizations
- Advise and promote trainings to Tri-City staff
- Develop outcome and performance measures to support data collection
- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Begin onboarding process for both Tri-City staff and TAY/TAY support staff
- Begin training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin training on Restorative Practice Circles for TC staff and community members
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff

Year 1, Quarter 2 Oct – Dec 2021

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Begin onboarding process for both Tri-City staff and TAY/TAY support staff
- Begin training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin training on Restorative Practices/Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 1, Quarter 3 Jan – Mar 2022

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff

- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 1, Quarter 4 Apr – June 2022

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practices/Circles for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 2, Quarter 1 July – Sept 2022

- Create annual Innovation Project Report for FY 2021-22
- Review learning questions and performance measures to ensure accurate tracking
- Identify participants to become trainers for FY 2022-23
- Begin onboarding process for community trainers and staff trainers
- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff

Year 2, Quarter 2 Oct – Dec 2022

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff

- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 2, Quarter 3 Jan – Mar 2023

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 2, Quarter4 Apr – June 2023

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Begin train-the-trainer on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking

Year 3, Quarter 1 July – Sept 2023

- Create annual Innovation Project Report for FY 2022-23

- Review learning questions and performance measures to ensure accurate tracking
- Begin onboarding process for community trainers and staff trainers
- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff

Year 3, Quarter 2 Oct – Dec 2023

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 3, Quarter 3 Jan – Mar 2024

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff
- Continue training on Restorative Practice Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking
- Prepare quarterly report-post on Tri-City website and share with stakeholders

Year 3, Quarter4 Apr – June 2024

- Administer pre-training surveys to both Tri-City staff and TAY/TAY support staff
- Continue training on SKY Breathing for Tri-City staff and TAY/TAY support staff
- Continue training on Trauma Informed Yoga for Tri-City staff and TAY/TAY support staff

- Continue training on Restorative Practices/Circles for Tri-City staff and TAY/TAY support staff
- Administer post-training surveys to both Tri-City staff and TAY/TAY support staff
- Review learning questions and performance measures to ensure accurate tracking

Year 3, July – Dec 2024

- Process final outcome survey results
- Create final Innovation Project Report
- Assess project for incorporation under Prevention and Early Intervention (PEI)

Section 4: INN Project Budget and Source of Expenditures

INN PROJECT BUDGET AND SOURCE OF EXPENDITURES

The next three sections identify how the MHSA funds are being utilized:

A) BUDGET NARRATIVE (Specifics about how money is being spent for the development of this project)
B) BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY (Identification of expenses of the project by funding category and fiscal year)
C) BUDGET CONTEXT (if MHSA funds are being leveraged with other funding sources)

BUDGET NARRATIVE

Provide a brief budget narrative to explain how the total budget is appropriate for the described INN project. The goal of the narrative should be to provide the interested reader with both an overview of the total project and enough detail to understand the proposed project structure. Ideally, the narrative would include an explanation of amounts budgeted to ensure/support stakeholder involvement (For example, "$5000 for annual involvement stipends for stakeholder representatives, for 3 years: Total $15,000") and identify the key personnel and contracted roles and responsibilities that will be involved in the project (For example, "Project coordinator, full-time; Statistical consultant, part-time; 2 Research assistants, part-time…"). Please include a discussion of administration expenses (direct and indirect) and evaluation expenses associated with this project. Please consider amounts associated with developing, refining, piloting and evaluating the proposed project and the dissemination of the Innovative project results.

Section 4: INN Project Budget and Source of Expenditures

INN PROJECT BUDGET AND SOURCE OF EXPENDITURES

BUDGET NARRATIVE

Tri-City Mental Health Authority (TCMHA) has allocated $950,000 in Innovation funds for the following project: Restorative Practices for Improving Mental Health (RPIMH). This three-year project is expected to commence in July 2021, pending approval from the MHSOAC, and conclude in June 2024.

All cost elements included in this budget are estimated and subject to revision based on final determination of contracts, costs of training, evaluations, and additional services as required.

The amounts included in this budget cover personnel costs, operating costs, costs for consultants, other expenditures.

Personnel Costs:
The salaries and benefits included within this budget are estimated based on the total number of hours of training/participation that is being proposed for Tri-City staff engagement. Approximately 2,300 hours of training/participation for approximately 145 staff over the three-year project period. In addition, a portion of salaries and benefits for Tri-City's INN Program Coordinator and Tri-City's MHSA Projects Manager have also been included.

INN Program Coordinator: The Coordinator will oversee the implementation of the RPIMH project including the planning, organizing, training and directing of activities as they relate to this project.

MHSA Projects Manager: The Manager will monitor the implementation of the RPIMH project and will directly supervise the Coordinator to ensure appropriate progress is being made throughout the project period.

Evaluation/Quality Improvement Staff: Tri-City data analysts will support this program through processing of evaluations, and analysis of data that is gathered throughout the project period.

Operating Costs:
Indirect operating costs are calculated at approximately 15% and would be used to cover the general and indirect operating costs to support this program.

Consultant/Training Costs:
The Consultants Costs will be used to pay for the facilitators which will provide the instruction and training for the three evidence-based practices proposed which include Sky Breathing, Trauma Informed Yoga, and Restorative Practice Circles.

Other Expenditures:
Other expenditures anticipated include the payment of stipends to participants. Also, in addition to the estimated purchase of evaluation tools, Tri-City anticipates the need to purchase licenses for virtual meeting platforms such as Zoom.

BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
PERSONNEL COSTS (salaries, wages, benefits)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Salaries	$169,518	$177,994	$146,537			$494,049
2.	Direct Costs						
3.	Indirect Costs						
4.	**Total Personnel Costs**	**$169,518**	**$177,994**	**$146,537**			**$494,049**
OPERATING COSTS		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
5.	Direct Costs						
6.	Indirect Costs	$45,903	$47,099	$30,906			$123,908
7.	**Total Operating Costs**	**$45,903**	**$47,099**	**$30,906**			**$123,908**
NON RECURRING COSTS (equipment, technology)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
8.							
9.							
10.	**Total Non-recurring costs**						
CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
11.	SKY Breathing	$42,000	$42,000	$16,000			$100,000
12.	Trauma Informed Yoga	$42,000	$42,000	$16,000			$100,000
13.	Restorative Practices	$42,000	$42,000	$16,000			$100,000
14.	**Total Consultant Costs**	**$126,000**	**$126,000**	**$48,000**			**$300,000**
OTHER EXPENDITURES (please explain in budget narrative)		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
15.	Stipends for TAY & Community Participants	$8,000	$8,000	$8,000			$24,000
16.	Other-Supplies, Materials	$3,500	$3,000	$1,500			$8,000
17.	**Total Other Expenditures**	**$11,500**	**$11,000**	**$9,500**			**$32,000**
BUDGET TOTALS		**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
Personnel (line 1)		**$169,518**	**$177,994**	**$146,537**			**$494,049**
Direct Costs (add lines 2, 5, 11, 12 and 13 from above)		**$126,000**	**$126,000**	**$48,000**			**$300,000**
Indirect Costs (add lines 3, and 6 from above)		**$45,903**	**$47,099**	**$30,906**			**$123,908**
Non-recurring costs (line 10)		**-**	**-**	**-**			**-**
Other Expenditures (line 17)		**$11,500**	**$11,000**	**$9,500**			**32,000**
TOTAL INNOVATION BUDGET		**$351,921**	**$361,093**	**$236,943**			**$949,957**

BUDGET CONTEXT - EXPENDITURES BY FUNDING SOURCE AND FISCAL YEAR (FY)							
ADMINISTRATION:							
A.	**Estimated total mental health expenditures <u>for ADMINISTRATION</u> for the entire duration of this INN Project by FY & the following funding sources:**	**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Innovative MHSA Funds	$330,490	$338,591	$221,192			$890,273
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding*						
6.	**Total Proposed Administration**	**$330,490**	**$338,591**	**$221,192**			**$890,273**
EVALUATION:							
B.	**Estimated total mental health expenditures <u>for EVALUATION</u> for the entire duration of this INN Project by FY & the following funding sources:**	**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Innovative MHSA Funds	21,431	$22,502	$15,751			$59,684
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding*						
6.	**Total Proposed Evaluation**	**$21,431**	**$22,502**	**$15,751**			**$59,684**
TOTAL:							
C.	**Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:**	**FY 21/22**	**FY 22/23**	**FY 23/24**			**TOTAL**
1.	Innovative MHSA Funds	**351,921**	**$361,093**	**$236,943**			**$949,957**
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding*						
6.	**Total Proposed Expenditures**	**$351,921**	**$361,093**	**$236,943**			**$949,957**
*If "Other funding" is included, please explain.							

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Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 19, 2021**

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

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

SUBJECT: **Consideration of Resolution No. 582 Authorizing the Expenditure of $300,436.00 from its Capital Facilities and Technological Needs (CFTN) Plan Funds to Implement a new Electronic Health Record (EHR) System and a new Client Referral Management Platform**

Summary:

Staff is seeking Governing Board approval of the proposed Capital Facilities and Technological Needs (CFTN) project to expend existing MHSA funds assigned to Capital Facilities and Technological Needs in the amount of $300,436 to implement a new Electronic Health Record (EHR) system, and a new client referral management platform.

Background:

TCMHA has being using Welligent as its primary client information system since 2011. Since that time requirements at both federal and state levels regarding data collection, data reporting and easier access for clients to their records have increased remarkably. Due to impending and extensive federal requirements related to the finalization of legislation passed in 2020 known as the Cures Act Final Rule, as well as growing demand for tracking and reporting of client data and outcome measures, Welligent is no longer sufficient to meet the Agency's responsibilities.

Additionally, TCMHA does not currently have a centralized referral management platform. At this time, that process is done manually by Tri-City's staff, which limits not only the resources staff is able to access in real time, but also may be inefficient in terms of the growing numbers of referrals as a result of the pandemic. Such a system would allow TCMHA to ensure the quality of referrals delivered by TCMHA, as well as allow for both increased transparency and follow-up from both the TCMHA clinical and Community Navigator staff as well as the participants. Unite Us will be implemented as a pilot over the next 3 years within two departments of Tri-City that are primary access points to care and services: Access to Care and Community Navigators.

MHSA allows for CFTN funds to be expended for the implementation, but not ongoing costs of new electronic systems including EHRs and other technological platforms that serve to enhance service delivery and operations.

[Continued on page 2]

Fiscal Impact:

The implementation costs for both the EHR and the client referral platform will be funded by monies previously assigned to the Capital Facilities and Technological Needs Plan with approval by Governing Board in 2016-17 and 2018-19. This project utilizes current CFTN funds in the amount of $300,436 with allocation as follows:

1) Costs related to the implementation of a new EHR in the amount of $270,436.00
2) Costs related to the implementation of a client referral platform in the amount of $30,000.00

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 582 authorizing the expenditure of CFTN funds in the amount of $300,436.00 to implement a new Electronic Health Record (EHR) system, and a new client referral management platform.

Attachments:

Attachment 8-A: Resolution No. 582 - DRAFT

Attachment 8-B: CFTN Plan Proposal 2020

RESOLUTION NO. 582

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXPENDITURE OF $300,436.00 FROM ITS CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS TO IMPLEMENT A NEW ELECTRONIC HEALTH RECORD (EHR) SYSTEM AND A NEW CLIENT REFERRAL MANAGEMENT PLATFORM

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 implement a new Electronic Health Record (EHR) system and a client referral management platform.

B. The Authority's current EHR system does not any longer meets the Authority's responsibilities as a result of the impending and extensive federal requirements under the Cures Act Final Rule, as well as the growing demand for tracking and reporting of client data and outcome measures.

C. Currently, the Authority does not have a centralized referral management platform and referrals process is done manually by TCMHA's staff. Therefore, a client referral management platform would allow TCMHA to ensure the quality of referrals delivered by TCMHA, and allow for both increased transparency and follow-up from clinical and navigator staff, and other participants.

2. Action

The Governing Board authorizes spending from its Capital Facilities and Technological Needs (CFTN) Plan funds the amount of $270,436.00 for costs related to the implementation of a new electronic health records system, and the amount of $30,000.00 for costs related to the implementation of a client referral management platform.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 19, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:_____

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

Mental Health Services Act
Capital Facilities and Technological Needs Project Proposal

Subject:

Approval for the expenditure of funds in the amount of $300,436 as follows:

1) Cerner Electronic Health Record (EHR) system implementation costs at $270,436
2) Unite Us referral management platform costs at $30,000.

Summary:

Tri-City Mental Health (TCMH) intends to expend existing MHSA funds assigned to Capital Facilities and Technological Needs to implement a new Electronic Health Record system and client referral management platform.

The Office of the National Coordinator for Health Information Technology's (ONC) Cures Act Final Rule passed in 2020 is designed to empower patients with their health record in the modern health IT world. It supports seamless and secure access, exchange, and use of electronic health information. The rule is designed to give patients and their healthcare providers secure access to health information. It also aims to increase innovation and competition by fostering an ecosystem of new applications to provide patients with more choices in their healthcare. It calls on the healthcare industry to adopt standardized application programming interfaces (APIs), which will help allow individuals to securely and easily access structured electronic health information using smartphone applications. The rule includes a provision requiring that patients can electronically access all of their electronic health information (EHI), structured and/or unstructured, at no cost.

To meet the needs of the ONC rule, TCMH intends to migrate its current EHR platform from Welligent to the Cerner Electronic Health record platform. TCMH is seeking stakeholder approval for a portion of the implementation costs of the Cerner EHR platform.

Additionally, TCMH does not currently have a centralized referral management platform. Such a system would allow TCMH to ensure the quality of referrals delivered by TCMH, as well as allow for both increased transparency and follow-up from both the TCMH clinical and Community Navigator staff as well as the participants.

Background:

1) TCMH has being using Welligent as its primary client information system since 2011. The platform also handles client scheduling, call center, client check-in and payment collection, individual and group progress notes, clinical features including medication management, billing and reporting. Due to the extensive requirements of the ONC rule regarding interoperability, Welligent is no longer sufficient to meet the Agency's responsibilities.

Beginning January of 2020, the TCMH executive team has undergone an extensive request for proposal process to determine the best EHR platform to meet both the needs of the agency, as well as the regulatory requirements. The request for proposal process solicited bids from four platforms, with an extensive review conducted by a committee of clinical, MHSA, and operations staff resulting in Cerner as the best fit to meet all requirements.

In February 2021, Cerner produced a project quote and timeline that will result in a full transition of services to the Cerner platform by July of 2022.

2) Unite Us will be implemented as a pilot over the next 3 years within two departments of Tri-City that are primary access points to care and services: Access to Care and Community Navigators. Both of these teams are responsible to receive referrals for requests for treatment services and/or requests for basic needs necessary for well-being.

Tri-City's philosophy is that all referrals for services and needs outside of its system of care require review and diligence on the part of the staff in order to ensure that the referrals being given out are currently available and easily accessible to the person requesting assistance. At this time, that process is done manually by Tri-City's staff, which limits not only the resources staff is able to access in real time, but also may be inefficient in terms of the growing numbers of referrals as a result of the pandemic. The Unite Us platform will be piloted to see if the use of this electronic organized community network system not only increases the number and of persons served in regards to referrals and resources for care to support over well-being, but whether or not use of the platform serves to create a more comprehensive and connected network of community partners that results in quicker and more responsive services for persons in need throughout the three cities.

Capital Technological Needs Listing:

Technological Platform	Projected Funding
Cerner Electronic Health Record System Implementation	$270,436
Unite Us Platform Implementation	$30,000

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 19, 2021**

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

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

SUBJECT: **Consideration of Resolution No. 583 Authorizing the Executive Director to Execute a Master Cloud Services and Network Management Agreement with Unite USA, Inc. for use of its Software via the Public Internet for Three Years in the Amount of $75,000 Effective July 1, 2021**

Summary:

Tri-City's Executive Director is seeking Governing Board approval for the Executive Director to execute an agreement with Unite USA, Inc. (Unite Us), a client referral platform, to engage in a 3-year pilot to ascertain whether use of this platform will result in improved and more timely access to all manner of services needed for persons whom Tri-City serves. The cost of the platform is $25,000/year, totaling $75,000 for three years.

Background:

With the advent of the Mental Health Services Act (MHSA) funding for Tri-City Mental Health Authority (TCMHA) in 2008, TCMHA transformed from a treatment services only agency to a full system of care developed on the MHSA principle of the Recovery Model. The Recovery Model is based on the premise that persons challenged by having a mental health condition need a variety and comprehensive system of supports to overcome and thrive. Additionally, in recent years the Medi-Caid system nationally, and Medi-Cal locally in California has started to embrace the whole person care approach, which also is based on the belief that to help alleviate the distress, such as that of a mental health condition, treatment providers must ensure a person is connected to all manner of resources in order to effectively support a healthy life.

Tri-City's philosophy is that all referrals for services and needs outside of its system of care require review and diligence on the part of the staff in order to ensure that the referrals being given out are currently available and easily accessible to the person requesting assistance. At this time, that process is done manually by Tri-City's staff, which limits not only the resources staff is able to access in real time, but also may be inefficient in terms of the growing numbers of referrals as a result of the pandemic. The Unite Us platform will be piloted to see if the use of this electronic organized community network system not only increases the number and of persons served in regards to referrals and resources for care to support over well-being, but whether or not use of the platform serves to create a more comprehensive and connected network of community partners

that results in quicker and more responsive services for persons in need throughout the three cities.

Unite Us will be implemented as a pilot over the next 3 years, through June 30, 2024, within two departments of Tri-City that are primary access points to care and services: Access to Care and Community Navigators. Both of these teams are responsible to receive referrals for requests for treatment services and/or requests for basic needs necessary for well-being.

Fiscal Impact:

Unite Us will be piloted in the Access To Care division funded by 1991 Realignment and the Community Navigators program funded by MHSA. Therefore, the annual cost of $25,000 per year will be split between these two programs at $12,500 a year for three years.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 583 authorizing the Executive Director to execute a 3-year Master Cloud Services and Network Management Agreement with Unite USA, Inc. (Unite Us) in the amount of $75,000, effective July 1, 2021.

Attachments:

Attachment 9-A: Resolution No. 583 - DRAFT

Attachment 9-B: Unite USA, Inc. Master Cloud Services and Network Management Agreement

RESOLUTION NO. 583

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A MASTER CLOUD SERVICES AND NETWORK MANAGEMENT AGREEMENT WITH UNITE USA, INC., FOR USE OF ITS SOFTWARE VIA THE PUBLIC INTERNET FOR THREE YEARS, BEGINNING JULY 1, 2021, IN THE AMOUNT OF $75,000 AND AUTHORIZING THE AUTHORITY'S EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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 implement a client referral management platform to improve and provide more timely access to all manner of services and resources needed for persons whom TCMHA serves.

B. Unite USA, Inc. (Unite Us), a client referral platform, will be implemented as a pilot beginning July 1, 2021 through June 30, 2024, for an annual cost of $25,000.

C. The Authority affirms that Unite Us is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. The MOU does not create or establish the relationship of employee and employer between Unite Us and TCMHA.

2. Action

The Governing Board approves the three-year Master Cloud Services and Network Management Agreement with Unite USA, Inc., commencing July 1, 2021 in the amount of $75,000; and authorizes the Authority's Executive Director to enter into, and execute the Agreement and any amendments of such Agreement.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 19, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:_____

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

ATTACHMENT 9-A

MASTER CLOUD SERVICES AND
NETWORK MANAGEMENT AGREEMENT

This Master Cloud Services and Network Management Agreement (the "**Agreement**") is entered into as of this 10th day of May, 2021 (the "**Effective Date**") by and between Unite USA Inc., a Delaware corporation having its principal place of business at 217 Broadway, Floor 8, New York, NY 10007 ("**Unite Us**") and 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, Suite B, Claremont, California 91711 ("**Customer**").

Unite Us owns and operates a proprietary case management and network care coordination software tool that enables Network Participants (as defined below) to provide and manage services, collaborate, and transfer specific data either intra-organizationally or across a network (the "**Network"**) of Network Participants (the "**Service Software**," as hosted by Unite Us and as updated by Unite Us from time to time). This Agreement provides for Unite Us to make the Service Software and other Services (as defined below) available to Customer via the public internet for use by Customer in accordance with the terms and conditions set forth herein. This Agreement is comprised of this Master Cloud Services and Network Management Agreement and the Statement of Work (attached hereto as Exhibit A) and any additional statements of work, exhibits, schedules or attachments attached hereto and specifically referenced herein. Capitalized terms used herein shall have the meaning set forth in this Agreement or as otherwise defined herein.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "**Authorized User**" means an individual who is an employee, consultant or agent of Customer who has been authorized by Customer to access the Service Software pursuant to Customer's rights under this Agreement.

1.2 "**Confidential Information**" means information and data relating to a party's products, services, technology and systems, business requirements and plans, requests for proposal, pricing, finances, costs, and other similar non-public business information which (a) is marked to indicate its confidential or proprietary status or (b) by its nature is proprietary or non-public, even if not marked, and regardless how disclosed. The Documentation and Project Materials (each as defined below) shall be considered the Confidential Information of Unite Us. Confidential Information does not include information which a party can demonstrate (w) was or becomes publicly known through no fault of the receiving party; (x) was known by the receiving party before receipt from the providing party; (y) was rightfully received by the receiving party without confidential or proprietary restriction from a source other than the providing party that does not owe a duty of confidentiality to the providing party with respect to such Confidential Information; or (z) was independently developed by the receiving party without the use of the Confidential Information.

1.3 "**Covered Affiliate**" means any affiliate of Customer that is expressly subject to a Statement of Work under this Agreement.

1.4 "**Customer Data**" means all data and information entered into the Service Software by Authorized Users.

1.5 "**Dispute**" has the meaning set forth in Section 14.5.

1.6 "**Documentation**" means all reference and user manuals and guides describing the Service Software and other supporting technical information, materials and documentation.

1.7 "**End User License Agreement**" has the meaning set forth in Section 2.2.

1.8 "**HIPAA**" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the

ATTACHMENT 9-B

Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

1.9 "**Implementation Services**" means configuration, implementation and other services specified in an applicable Statement of Work which are provided by Unite Us to Customer to facilitate Customer's implementation and use of the Services. For the avoidance of doubt, Implementation Services include primarily information technology related services such as software configuration, but shall not include software development or customization or Network Management Services, as further defined below.

1.10 "**Indemnified Party**" has the meaning set forth in Section 11.1.

1.11 "**Indemnifying Party**" has the meaning set forth in Section 11.1.

1.12 "**Initial Term**" has the meaning set forth in Section 13.1.

1.13 "**Intellectual Property Rights**" means worldwide statutory and common law rights associated with: (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and "moral rights"; (c) the protection of trade and industrial secrets and Confidential Information; (d) trademarks and service marks; (e) divisions, continuations, renewals, and re-issuances of any of the foregoing, whether now existing or acquired in the future; and (f) all other intellectual property rights enforceable under the Laws of any jurisdiction where the Services are used or from which any Services are provided.

1.14 "**Law**" means any law, statute, implementing regulation or mandatory agency guidance, executive order, ordinance or case law, including governmental healthcare program statutes, regulations and policies.

1.15 "**Losses**" has the meaning set forth in Section 11.1.

1.16 "**Network**" has the meaning set forth in the Preamble hereto.

1.17 "**Network Data**" means any content or data uploaded, input, submitted, or transmitted to the Network, other than Customer Data.

1.18 "**Network Management Services**" means, if applicable, the non-technical implementation and program management services in support of Customer's care coordination efforts and the Network, and as further set forth in the Statement of Work. For the avoidance of doubt, "Network Management Services" does not include the Service Software or related platform, content, Documentation, Implementation Services, hosting, management, support and maintenance services but applies to the specific professional services and/or Project Materials described in the applicable executed Statement of Work.

1.19 "**Network Participants**" means those health care and social service providers who have entered into a Network Participation Agreement with Unite Us. For purposes of this Agreement, Network Participants shall also include authorized "public health authorities" permitted to collect and receive protected health information pursuant to 45 C.F.R. § 164.512(b)(i) for public health activities, whether or not such public health authorities have entered into a Network Participation Agreement.

1.20 "**Personal Information**" or "**PII**" means personally identifiable information, data or records relating to or concerning any patient, member, plan participant, employee or contractor of any Customer entity, including, without limitation, PHI (defined below), employee records and, if applicable, "Cardholder Data" under the Payment Card Industry data security standards.

1.21 "**PHI**" means member records and other Protected Health Information as defined under HIPAA.

1.22 "**Project Material**" means any and all materials made available by Unite US to Customer under this Agreement, including reports, designs, analyses, recommendations, configurations, specifications, work plans, and other similar materials.

1.23 "**Services**" means the Service Software, platform, content, Documentation, Implementation Services, hosting, management, support and maintenance services and any other services, including the Network Management Services, together with all Updates and workarounds, corrections, modifications, and improvements, provided by Unite Us under this Agreement or as described in an applicable Statement of Work hereto. Any services, functions, processes and responsibilities, whether or not specifically described in an applicable Statement of Work, that are required for or inherent in the proper performance and delivery of the Services described therein shall be deemed to be part of the Services.

1.24 "**Service Levels**" means the service levels applicable to certain Services provided to Customer, as set forth in an applicable Statement of Work.

1.25 "**Service Software**" has the meaning set forth in the Preamble hereto.

1.26 "**Services Fees**" means the one time and recurring fees for the Services as set forth in an applicable Statement of Work.

1.27 "**Specifications**" means the features, functions, interface specifications and other technical or functional specifications applicable to the Service Software or Services that are identified or referenced in this Agreement, the applicable Statement of Work and the Documentation.

1.28 "**Statement of Work**" means an order form or statement of work setting forth the Services to be provided hereunder, and all applicable Services Fees, that is signed by authorized representatives of Unite Us and Customer.

1.29 "**Unite Us Infrastructure**" means the computer hardware, software, communications systems, IT or telecommunications network and other infrastructure used by Unite Us to host and provide the Service Software.

1.30 "**Term**" has the meaning set forth in Section 13.1.

1.31 "**Updates**" means any modifications, error corrections, bug fixes, new releases, updates and upgrades to the Service Software (and any related Documentation) that may be provided or otherwise made available by Unite Us from time to time to customers of the Services.

2. SERVICES

2.1 Provision of Services. Customer and Unite Us shall execute one or more Statements of Work during the Term of this Agreement and Unite Us shall use commercially reasonable efforts to provide the Services ordered thereunder in accordance with the Service Levels and other terms and conditions of this Agreement. Unite Us will perform the setup and Implementation Services set forth in the applicable Statement of Work. Unite Us will provide Customer and its Authorized Users with access via the public internet to the Service Software during the Term subject to the terms and conditions of this Agreement and as further set forth in the applicable Statement of Work. The Services (other than the Network Management Services), the Service Software, Documentation, and any Project Material provided by Unite Us hereunder shall be delivered to Customer only by electronic means. A Statement of Work will be effective only if signed by authorized representatives of both parties referencing this Agreement. Except as otherwise provided in the applicable Statement of Work, the Services Fees set forth in the Statement of Work include all fees and costs for all Services unless otherwise agreed upon by the parties.

2.2 Access to Services. Unite Us shall provide Customer with the credentials and any other materials needed for Customer and its Authorized Users to access and use the Services. Customer may reproduce the Documentation solely as reasonably required for its use consistent with the terms of this Agreement. Customer shall

not and shall not permit any Authorized Users to remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Documentation. Each Authorized User accessing the Service Software will enter electronically into an end-user license agreement governing the access to, use of, and all rights and obligations of the end-user relating to the Service Software.

2.3 Hosting Infrastructure. Unite Us shall be solely responsible for the setup, configuration, operation and management of the Services and the Unite Us Infrastructure. The Unite Us Infrastructure used to provide the Services shall be hosted at a physical location in the United States. In no event shall Unite Us copy, store, access, process or maintain any Personal Information outside of the United States. From time to time Unite Us may maintain back-up copies of Personal Information at offsite data storage locations within the United States.

2.4 No Software Development. The parties agree that the performance of any software development or customization services is outside the scope of this Agreement. The parties may elect to enter into a separate Statement of Work setting forth the terms and conditions of any additional development or customization work.

3. USE OF SERVICES BY CUSTOMER

3.1 License to Customer. Unite Us hereby grants to Customer a worldwide, non-exclusive, and non-transferable right and license during the Term to: (a) access and use the Service Software and any related Project Materials for the benefit of Customer and Covered Affiliates; (b) reproduce, distribute and display the Documentation to Authorized Users; and (c) use and access any Network Data as necessary for the care and treatment of patients or individuals seeking treatment or services from Customer in compliance with HIPAA and other applicable Laws relating to privacy.

3.2 Authorized Users. Customer shall be responsible for the acts or omissions of any person who accesses the Services using passwords or access procedures provided to or created by Customer, Covered Affiliates or an Authorized User. Unite Us reserves the right to refuse registration of, or to cancel, login IDs that violate the terms and conditions set forth in this Agreement. Customer agrees to notify Unite Us immediately upon learning of any unauthorized use of Customer's or an Authorized User's account or any other breach of security.

3.3 Restrictions. Other than as expressly permitted herein, Customer may not and may not permit third parties to: (a) sell, assign, sublicense or otherwise transfer the Service Software or Network Data to third parties; (b) resell the Service Software or Network Data to any third party; (c) use the Service Software to provide or perform service bureau processing, or hosting services for any third party other than Covered Affiliates; (d) otherwise use the Service Software or Network Data for the benefit of any third party other than Covered Affiliates; (e) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Service Software, or the underlying ideas, algorithms or trade secrets therein; (f) use the Service Software to knowingly transmit malware, spam or other unsolicited emails in violation of Law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content; or (g) otherwise use the Service Software or Network Data in violation of any Law.

4. SERVICE COMMENCEMENT

4.1 Services Timeline. Unite Us shall commence providing the Services to Customer on the Effective Date unless otherwise specified in the applicable Statement of Work. The timeline for the performance of any Network Management Services and Implementation Services shall be agreed to by the parties and set forth in the applicable Statement of Work.

5. SUPPORT

5.1 Support. Unite Us shall provide the maintenance and support services described herein and in an applicable Statement of Work with respect to the Service Software, including as applicable: (a) causing the Service Software to operate according to the Specifications and correcting reported errors in accordance with the Service

Levels; (b) performing standard preventive maintenance on the Unite Us Infrastructure used to support the delivery of Service Software; and (c) providing maintenance and support as set forth in the Statement of Work.

5.2 Updates. Unite Us shall maintain and provide periodic Updates to the Services. During the Term, Unite Us shall make all applicable Updates made available by Unite Us to its other customers of the Services available to Customer hereunder. Any Update that requires a material change to Customer's systems, processes or manner of access to the Services shall be subject to Customer's prior written approval. Any Update made available by Unite Us hereunder shall be deemed part of the Services and shall be subject to the terms and conditions of this Agreement. To the extent Unite Us acquires some or all components of the Services and associated Unite Us Infrastructure from third parties, Unite Us shall be responsible for obtaining appropriate updates and upgrades from such third parties and applying them in a manner that does not materially disrupt the provision of Services to Customer and in accordance with any Service Levels.

6. FEES AND PAYMENT

6.1 Services Fees. Customer will pay Unite Us the Services Fees set forth in the Statement of Work. The Service Fees are inclusive of all fees, charges, expenses and costs for Unite Us' performance under this Agreement. Unite Us shall invoice Customer for the Services Fees on the basis set forth in the applicable Statement of Work.

6.2 Payment Terms. Customer will pay all undisputed Service Fees due within thirty (30) days of Customer's receipt of an invoice from Unite Us, with the exception of the first invoice, which shall be payable on the Effective Date. If the Customer disputes an invoice in whole or in part, Customer will provide written notice to Unite Us stating the amount and basis of Customer's objection of receipt of the invoice. Past due amounts which are not subject to a good faith dispute shall bear a late payment charge, until paid, at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable Law, whichever is less.

6.3 Taxes. Customer shall pay all applicable state sales or use taxes to Unite Us resulting from the provision of Services under this Agreement or will provide proof of exemption from such taxes to Unite Us within thirty (30) days of the Effective Date.

7. PROPRIETARY RIGHTS

7.1 Unite Us' Proprietary Rights. As between Unite Us and Customer or any Authorized User, Unite Us and its licensors own and shall retain all Intellectual Property Rights in and to the Services, the Service Software, Project Materials and Documentation and the Unite Us Infrastructure used to provide the Services to Customer and the other Authorized Users under this Agreement, subject to the rights granted to Customer and the other Authorized Users in this Agreement. Customer and its Authorized Users shall only have those rights and licenses to access and use the Services expressly granted by Unite Us hereunder. If Customer provides any feedback to Unite Us concerning the functionality and performance of the Services (including identifying potential errors or improvements), Customer hereby assigns to Unite Us all right, title and interest in and to the feedback and Unite Us is free to use such feedback without payment or restriction.

7.2 Customer's Proprietary Rights. As between Customer and Unite Us, Customer owns and shall retain all Intellectual Property Rights in and to Customer Data and any of its own Confidential Information (including Personal Information) disclosed or created by Customer hereunder. Unite Us shall have only those rights to access and use Customer Confidential Information in the performance of the Services as expressly granted by Customer hereunder. Customer also retains all Intellectual Property Rights in and to all Customer systems, software, patents, copyrights and trade secrets that Unite Us may access or use in its performance of Services for Customer hereunder.

8. DATA

8.1 Data Restrictions. Customer may include PII in Customer Data and provide PII to Unite Us in the course of using the Services only if: (a) disclosure of such PII is necessary for Customer's exploitation of the Services; (b) Customer has all consents, rights and authorizations necessary to provide Unite Us with the Customer Data

hereunder; (c) such PII is collected by Customer and disclosed to Unite Us pursuant to and in accordance with Customer's applicable privacy policies and (d) Customer's provision of such PII to Unite Us and Unite Us's retention and use of such PII by Unite Us as contemplated under this Agreement does not and will not violate any applicable Customer privacy policy or any applicable Laws.

8.2 Data License.

(a) Customer hereby grants Unite US an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, modify, distribute and display Customer Data (i) on the Service Software, (ii) for Network evaluation and reporting purposes and (iii) in connection with providing the Services to Customer.

(b) Customer hereby grants all Network Participants and their Authorized Users a license to access the Customer Data, and to use and exercise all rights in it, as permitted by the functionality of the Services, provided that the Network Participants and their Authorized Users may not (i) upload, input, submit, transmit, sell, assign, lease, license, or otherwise provide the Customer Data to third parties who are not part of the Network or (ii) use the Customer Data in violation of applicable Law.

9. CONFIDENTIAL INFORMATION

9.1 Use and Disclosure Restrictions. Each party agrees: (a) to protect the disclosing party's Confidential Information from unauthorized dissemination and use; (b) to use the disclosing party's Confidential Information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights hereunder; (c) to disclose any Confidential Information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this Section 9; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any Confidential Information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

9.2 Legally Compelled Disclosures. Notwithstanding the restrictions on the use and disclosure of Confidential Information set forth in Section 9.1, the receiving party may use or disclose Confidential Information to the extent the receiving party is legally compelled to disclose such Confidential Information; provided, however, prior to any such compelled disclosure the receiving party shall (to the extent allowed under applicable Law) notify the disclosing party and cooperate fully with the disclosing party in protecting against any such disclosure, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information.

9.3 Equitable Relief. Each party acknowledges and agrees that, due to the unique nature of the Personal Information and other Confidential Information, there may be no adequate remedy at law to compensate the disclosing party for the breach of this Section 9; that any such breach may result in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond), in addition to whatever remedies it may have at law, under this Agreement, or otherwise.

10. REPRESENTATIONS AND WARRANTIES

10.1 Services Warranty. Unite Us represents, warrants, and covenants that, in all material respects: (a) all Services and any Project Materials will operate in accordance with their applicable Documentation and will conform to their Specifications; (b) all Services will be provided in a professional and workmanlike manner and in accordance with generally accepted industry standards; (c) Unite Us' performance of the Services as provided herein will not violate or contravene any applicable Law promulgated by any applicable government or regulatory body

(including HIPAA); (d) it owns or has the right to license to Customer the Service Software as licensed herein; and (e) to the knowledge of Unite Us, Unite Us' employees, contractors and agents are legally authorized to work at their work locations, and have the certifications, skills and qualifications necessary to perform the Services as set forth herein or in an applicable Statement of Work.

10.2 Malware, Viruses and Disabling Devices. Unite Us shall use commercially reasonable efforts designed to ensure the Services and any other Project Materials do not include any of the following: (a) malware, viruses, worms, Trojan horses, spyware and other computer instructions or devices that were designed to, in each case in any material respect, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or shut down the Services or Customer's processing environment or (b) computer instructions, code or other devices intended by Unite Us to limit the use of the Services to particular computers, servers or processors/CPUs.

10.3 Customer. Customer represents, warrants and covenants to Unite Us that Customer owns all rights, title and interest in and to the Customer Data, or that Customer has otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use and distribution thereof as contemplated by this Agreement. Customer further represents and warrants to Unite Us that: (a) Customer will not, or allow an Authorized User or third party to, take any action, or upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Services that infringes any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity, or, that violates any Law or contract; (b) Customer will not, or allow an Authorized User or third party to, use the Services in violation of any Law, including HIPAA and any Laws regarding data privacy, marketing or unsolicited messaging, such as the "CAN-SPAM" Act of 2003, 15 U.S.C. §§ 7701-7713 or the Telephone Consumer Protection Act, and any similar Laws of any applicable jurisdiction; (c) the Customer Data will not contain any obscene, defamatory, infringing, illegal, deceptive, or hateful content; (d) the Customer Data will be free of any malware, viruses, worms, Trojan horses, spyware and other computer instructions or devices that were designed to, in each case in any material respect, threaten, infect, assault, vandalize, defraud, disrupt damage, disable, alter, inhibit or shut down the Services or Service Software; and (e) Customer has obtained, and is deemed to have hereby granted all rights and/or licenses necessary to grant the rights granted by it in this Agreement.

10.4 Sole and Exclusive Remedy. Customer's sole and exclusive remedy for a breach of Sections 10.1 or 10.2 will be, at Unite Us' option, to either replace or correct the defective portion of the Services, or in the case of 10.1(e), replace or retrain the objectionable employee or contractor within thirty (30) days of being informed of the breach of warranty by Customer.

10.5 Disclaimer of Warranty. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE SOFTWARE AND SERVICES ARE AT ITS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. THE SERVICE SOFTWARE IS PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED HEREIN, UNITE US EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE SOFTWARE (INCLUDING ALL THIRD PARTY AND OPEN-SOURCE COMPONENTS), DOCUMENTATION AND PROJECT MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNITE US PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE LICENSED SOFTWARE OR SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

11. INDEMNIFICATION AND INSURANCE

11.1 Indemnification. Each of Unite Us and Customer (each an "**Indemnifying Party**") agree to indemnify, defend, and hold harmless (including payment of reasonable attorneys' fees) the other, their affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "**Indemnified Party**") against any losses arising from third party claims (collectively, "**Losses**") (other than liability arising from the willful misconduct or gross negligence of the Indemnified Party) arising from or in connection with an Indemnifying Party's

performance of any Services under this Agreement or breach of any obligation or representation, warranty or covenant hereof, but solely to the extent that such liability is directly attributable to such Indemnifying Party. Additionally, Customer shall indemnify, defend, and hold harmless (including payment of reasonable attorneys' fees) Unite Us, its affiliates, and any employee or agent thereof against any third-party claim relating to or arising out of any aspect of the Customer Data used in accordance with this Agreement. The foregoing indemnities shall be subject to (a) the Indemnifying Party having sole control of the defense of such action at its option; (b) the Indemnified Party promptly notifying the Indemnifying Party upon learning of any claim to which the foregoing obligations will apply; and (c) the Indemnified Party providing all reasonable assistance requested by the Indemnifying Party with respect thereto.

11.2 Sole and Exclusive Remedy. The sole and exclusive remedy for all Losses arising out of this Agreement shall be the indemnification provisions set forth in Section 11.1.

11.3 Insurance. Unite Us shall maintain in effect the following policies of insurance covering claims and liabilities arising from this Agreement: (a) all insurance coverages required by applicable Law, including workers' compensation with statutory minimum limits; (b) employer's liability insurance with no less than a $1,000,000 limit; (c) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate, providing coverage for bodily injury, personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Unite Us' liability under this Agreement; (d) professional liability or errors and omissions insurance covering failure of the Services to conform to Specifications with limits of at least $2,000,000, which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for two (2) years after the termination or expiration of this Agreement; (e) automobile (or other motor vehicle) liability insurance with not less than a $1,000,000 limit covering the use of any auto (or other motor vehicle) in the rendering of Services to be provided under this Agreement; (f) if this Agreement involves hosting or processing of any Personal Information, cyber liability insurance with limits of not less than $1,000,000 for each occurrence and an annual aggregate of not less than $2,000,000, covering privacy, media, information theft, damage to or destruction of electronic information, intentional and unintentional release of private information, alteration of electronic information, extortion and network security which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for one (1) year after the termination or expiration of this Agreement; and (g) excess liability insurance with not less than a $2,000,000 limit for the commercial general liability policy required in subsection (c) above.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT WILL UNITE US OR ANY OF ITS LICENSORS, PARTNERS OR REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER, ANY AUTHORIZED USER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, INTERRUPTIONS IN THE UNITE US PLATFORM, UNITE US WEBSITE, OR UNITE US SERVICES, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED IN OR ACCESSIBLE VIA THE SERVICE SOFTWARE OR UNITE US WEBSITE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER UNITE US WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNITE US' COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO UNITE US PURSUANT TO THIS AGREEMENT AND THE STATEMENT OF WORK THAT IS THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12.2 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

13. TERM AND TERMINATION

13.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire with the last to expire Statement of Work (the "**Term**"). The term of each Statement of Work shall commence on the effective date of the Statement of Work and shall continue for the initial term set forth in the Statement of Work (the "**Initial Term**"). After the applicable Initial Term, the Statement of Work will renew for successive periods that equal the length of the Initial Term, unless terminated by either party no later than ninety (90) days prior to the expiration of the then-current term.

13.2 Termination for Cause. If either party materially defaults in any of its obligations under this Agreement or a Statement of Work, the non-defaulting party shall have the right to terminate this Agreement or the applicable Statement of Work, in whole or in part, as the case may be, by written notice to the other party if the defaulting party is unable to cure the material default within thirty (30) days after receiving written notice of such default, which may be extended for an additional thirty (30) day period upon the defaulting party's reasonable request in the event that the defaulting party is exercising reasonable efforts to cure the breach but is unable to do so within the initial thirty (30) day period. In addition to any other remedies Customer may have, in the case where Customer is the non-defaulting party, Customer will be entitled to a pro rata refund of Service Fees paid to Unite Us for any Services paid for but not provided as of the termination date. Upon the early termination of this Agreement where the Customer is the defaulting party, Customer will pay in full for the Services up to and including the last day on which the Services are provided.

13.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party: (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits in writing by means of a publicly available press release its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

13.4 Effect of Termination. Upon written request by either party each party shall return (or destroy and certify the destruction thereof) all Confidential Information of the other party in its possession or control; provided, however, that neither party shall be obligated to return information maintained in archival form if return or destruction of information is prohibited by applicable Law. Termination of this Agreement, or a Statement of Work, by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. No termination of this Agreement shall relieve either party from liability for any breaches occurring prior to the effective date of such termination. Except as expressly set forth herein, all licenses granted pursuant to this Agreement shall terminate upon termination or expiration of this Agreement.

13.5 Survival. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 1 (Definitions), 7 (Proprietary Rights), 8 (Data), 9 (Confidential Information), 10.5 (Disclaimer of Warranty), 11 (Indemnification and Insurance), 12 (Limitation of Liability), 13 (Term and Termination), and 14 (General Provisions) and the terms and conditions of any related Business Associate Agreement, shall survive the expiration or any termination of this Agreement.

14. GENERAL PROVISIONS

14.1 Compliance with Laws. Each party will maintain such licenses and certifications required by all applicable Laws and safety orders of the city, county, state and country where such party is located and where the Services are delivered. Each party will comply with all applicable Laws, including without limitation, the Federal Anti-Kickback statute (42 U.S.C. § 1320a-7b) and HIPAA, as amended. If, due to the nature of the Services provided, it is determined by Customer or Unite Us that Unite Us is acting as its business associate pursuant to HIPAA, Unite Us will enter into an appropriate Business Associate Agreement with Customer.

14.2 Independent Contractor. Unite Us is an independent contractor and engages in the operation of its own business. Neither party is or will be deemed the agent of the other party for any purpose, including entering into contracts, assuming obligations or making any warranties or representations on behalf of the other party. Nothing in this Agreement will be construed to establish a relationship of co-partner or joint venture between the parties.

14.3 Successors and Assigns. Neither party will assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement or any Statement of Work to its affiliate or in connection with a change of control, merger or acquisition of all or substantially all of the assets to which this Agreement relates. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

14.4 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to its conflicts of law provisions. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the courts in the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York. Each party hereby irrevocably agrees to submit to the personal and exclusive jurisdiction and venue of such courts and hereby waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

14.5 Dispute Resolution. In the event either party issues a written notice of a dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (a "**Dispute**"), each party will appoint a senior representative who will meet for the purpose of endeavoring to resolve the Dispute. If the Dispute continues unresolved after ten (10) business days, then upon the written request of either party, each of the parties will appoint a designated senior business executive who will meet within ten (10) business days for the purpose of endeavoring to resolve the Dispute. During the thirty (30) day period following such meeting (or such other period as the parties may agree in writing), the designated senior business executives will meet as often as the parties reasonably deem necessary in order to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. If a Dispute is not resolved by the parties within ninety (90) days after the issuance of the initial written notice under this provision, either party may take any available at action in Law or in equity. Nothing in this provision shall prevent a party from seeking equitable relief before commencing or during the foregoing informal dispute resolution processes.

14.6 Notices. All notices provided under this Agreement will be in writing, shall reference this Agreement, and will be deemed given upon receipt if sent as follows: (a) personally delivered; (b) by overnight mail by USPS or a courier service with confirmed delivery; (c) by USPS certified mail (return receipt requested); or (d) by electronic means, provided that delivery can be confirmed. If notice is mailed, delivery is effective at the date and time shown on the confirmation or return receipt. The addresses for notices are set forth on the signature page of this Agreement. These addresses may be changed by written notice to the other party.

14.7 Publicity. Customer agrees to: (a) work with Unite Us to issue a mutually agreeable press release within a reasonable time following the Effective Date; (b) to assist in writing a case study which Unite Us may use in its marketing materials; and (c) to allow Unite Us to add Customer's name and/or logo to its promotional and marketing materials and on its website. Other than as specifically set forth above, neither party will, without the prior written consent of the other, use in advertising, publicity or otherwise the names, trade names, service marks, trade dress or logo of the other party, or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties, without the prior written consent of the other party.

14.8 No Waiver; Severability; Remedies; No Joint Liability. The waiver of a breach of any term or condition of this Agreement will not serve to waive any other breach of that term or condition, or of any other term or condition, unless agreed by the parties in writing. If any provision of this Agreement is found to be unenforceable, then the unenforceable provision will be reformed to conform to the Law and all other parts of this Agreement will

remain enforceable. The rights and remedies of the parties provided in this Agreement are cumulative and are in addition to any other rights and remedies provided by Law.

14.9 Controlling Terms. The provisions of this Agreement supersede any inconsistent provisions in Unite Us' Network Participation Agreement or any quote, proposal, confirmation, acceptance, acknowledgement or similar form.

14.10 Entire Agreement. This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement. This Agreement, including all exhibits, attachments, and any Statements of Work entered into hereunder (all of which are incorporated in this Agreement by reference), constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between Customer and Unite Us regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of Customer and Unite Us.

14.11 Construction. The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

TRI-CITY MENTAL HEALTH AUTHORITY	**UNITE USA INC.**
By: _____ Signature	By: _____ Signature
Name: Antonette Navarro Print or Type	Name: _____ Print or Type
Title: Executive Director	Title: _____
Customer Address for Notices: Tri-City Mental Health Authority 1717 N. Indian Hill Boulevard, Suite B Claremont, California 91711 Attn: Executive Director With a copy to: Email: accounting@tricitymhs.org	Unite Us Address for Notices: Unite USA Inc. 217 Broadway, Floor 8 New York, NY 10007 Attn: Finance; General Counsel With a copy to: Email: finance@uniteus.com Email: legal@uniteus.com

EXHIBIT A

STATEMENT OF WORK

(see attached)

Unite USA Inc. ("Unite Us")
217 Broadway, Floor 8
New York, NY 10007

UNITE US PLATFORM – ORDER FORM

General Terms

Overview. Unite Us has developed proprietary software to coordinate electronic referrals and case management tasks between health and social service organizations on a common platform (the "Unite Us Platform"). Subject to Customer's payment of the fees set forth below and the terms set forth in the Master Cloud Services and Network Management Agreement, Unite Us shall provide Customer end-user licenses to use the Unite Us Platform within Los Angeles County ("Territory") during the Initial Term (as defined below) and manage the coordinated care network. Unite Us will initiate implementation by May 20, 2021 and provide Customer access to the Unite Us Platform by July 1, 2021.

Term. This Order Form shall remain in effect for three years from the Effective Date (the "Initial Term") and shall automatically renew for additional one-year terms unless either party provides notice of its intent not to renew at least 30 days prior to the expiration of the then-current term (each, a "Renewal Term" and, together with the Initial Term, the "Term").

Termination. Either party may terminate this Order Form upon the default of the other party. Default includes: (i) failure of Customer to pay any amount due under this Order Form within 10 days of receipt of notice from Unite Us regarding such failure to pay and (ii) except for the failure in subsection (i), the material breach by either party of any of the terms of this Order Form if the defaulting party fails to cure such breach within 30 days following notice from the non-defaulting party.

Unite Us Insights. Unite Us shall provide Customer two licenses to Unite Us' standard Network Activity Dashboard and Health Equity Dashboard to view aggregate, network-level metrics and insights within the Territory.

Training. Unite Us shall provide new user training and at least one annual virtual training session at no additional cost to Customer.

Support. Unite Us shall provide technical support via Unite Us-approved support channels from 9 AM to 10 PM Eastern Time.

Marketing. Customer agrees to allow Unite Us to add Customer's name and/or logo to a list of selected or representative customers and in other promotional material (such as marketing presentations).

Fees

Customer shall pay Unite Us in accordance with the following fee schedule:

Description	Annual Fee	Due Date
Network Implementation	$30,000	Effective Date
Network Access - 25 Licenses to the Unite Us Platform within the Territory	$25,500	Effective Date and each anniversary thereafter

Payments to Unite Us are due within 30 days of receipt of the applicable invoice.

IN WITNESS WHEREOF, the parties listed below have caused this Order Form to be executed by their respective duly authorized representatives as of the last date set forth below (the "Effective Date").

Customer Entity:	_____	Unite USA Inc.	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	May 10, 2021	Date:	May 10, 2021
Address:	_____		
	_____		

Primary Customer Contact:
Email Address:

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 19, 2021**

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

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

SUBJECT: **Consideration of Resolution No. 584 Authorizing the Executive Director to Execute a Memorandum Of Understanding with Community Translational Research Institute/Public Health Foundation Enterprises Inc. dba Heluna Health to Collaborate in Establishing Practical Experience to Claremont Graduate University Students/ Interns And Health Coach/Navigators**

Summary:

Executive Director is seeking approval to enter an MOU with Community Translational Research Institute (CTRI) to provide training by Tri-City's Community Navigator team to CTRI student interns on best practices in community resource engagement and referral. As a partner in the East Valley Community Health Center's Network Planning Grant for the California ACEs Aware Initiative, Tri-City is being compensated to provide training for another of the grant's partners, Community Translational Research Institute (CTRI) student interns from Claremont Graduate University in the community engagement and referral strategies practiced by Tri-City's Community Navigator program.

Background:

On March 17, 2021, the Tri-City Governing Board authorized the Executive Director to execute a sub-contractor agreement with East Valley Community Health Center for Tri-City to participate in an ACEs Aware Initiative Network Planning Grant. The terms of that agreement indicate that Tri-City will receive funds in the amount of $16,385.00 to train community providers on ACEs and local area resources for patients/clients as needed. Tri-City's role also includes training grant partner members on the best practice community partner engagement and the referral model practiced by Tri-City's Community Navigator Program staff.

The Network partner CTRI who will receive the Community Navigator training is the Community Translational Research Institute (CTRI) using student interns from the Claremont Graduate University. CTRI and Tri-City have collaborated over the years with Tri-City attending various CTRI community education events related to health awareness, prevention and early intervention. At these public events, Tri-City has served as a resource and access point to care and/or resources for individuals who were unaware of how to secure much needed health, behavioral health, or social services.

Fiscal Impact:

None.

Recommendation:

Staff recommends that the Governing Board adopt Resolution 584 approving a Memoruandum of Understanding with Community Translational Research Institute (CTRI)/Public Health Foundation Enterprises Inc. (PHFE) dba Heluna Health; and authorizing the Executive Director to execute it.

Attachments:

Attachment 10-A: Resolution No. 584 - DRAFT

Attachment 10-B: CTRI/TCMHA Memorandum of Understanding Effective 05/20/2021

RESOLUTION NO. 584

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A MEMORANDUM OF UNDERSTANDING WITH COMMUNITY TRANSLATIONAL RESEARCH INSTITUTE/PUBLIC HEALTH FOUNDATION ENTERPRISES INC. DBA HELUNA HEALTH TO PROVIDE PRACTICAL EXPERIENCE TO CLAREMONT GRADUATE UNIVERSITY STUDENTS/INTERNS AND HEALTH COACH/NAVIGATORS, AND AUTHORIZES THE AUTHORITY'S EXECUTIVE DIRECTOR TO EXECUTE THE MOU AND ANY AMENDMENTS

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 train Claremont Graduate University Students (CGS)/Interns and Health Coach/Navigators on best practices in community resource engagement and referral at TCMHA locations or at any place or location deemed appropriate; and in such numbers as agreed, so long as the training services are provided within the manner outlined in the Memorandum of Understanding with Community Translational Research Institute (CTRI)/Public Health Foundation Enterprises Inc. (PHFE) dba Heluna Health.

B. The Authority affirms that Heluna Health CGS/Interns and Health Coach/Navigators are not an employee, agent, joint venture or partner of TCMHA. The MOU does not create or establish the relationship of employee and employer between neither Heluna Health, nor CGS/Interns and Health Coach/Navigators, and TCMHA.

2. Action

The Governing Board approves the Memorandum of Understanding with Heluna Health for training on best practices in community resource engagement and referral, effective May 20, 2021 and ending on May 19, 2022; and authorizes the Authority's Executive Director to enter into, and execute the MOU and any amendments.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on May 19, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:_____

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By:_____

ATTACHMENT 10-A

Heluna Health
EMPOWERING POPULATION HEALTH INITIATIVES SINCE 1969

CTRI
Community Translational Research Institute

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into May 20, 2021 by and between the Community Translational Research Institute (CTRI/HELUNA HEALTH)/Public Health Foundation Enterprises Inc. (PHFE) dba Heluna Health, a non-profit and tax except 501c3 organization, with its principal place of business at 13300 Crossroads Parkway N., Suite 450, La Puente, CA 91746 and Tri-City Mental Health Authority (TCMHA), a joint powers agency organized under the laws of the Stateof California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711, hereinafter collectively referred to as Parties or individually as Party.

It is to the mutual benefit of the Parties that CTRI/HELUNA HEALTH and TCMHA collaborate in establishing practical experience to CGU and other university students/interns and health coach/navigators pursuant to the terms of this MOU. Accordingly, CTRI/HELUNA HEALTH and TCMHA agree to the following:

I. COMMUNITY TRANSLATIONAL RESEARCH INSTITUTE (CTRI/HELUNA HEALTH) SHALL:

1. Provide community health screenings and education programs free of charge to the Tri-City area residents.

2. Screen, recruit, and enroll community residents to health education programs provided.

3. Provide general training and support to CTRI/HELUNA HEALTH staff, CGU and other university students/interns and health coach/navigators respect to working with individuals served by TCMHA and the residents of Pomona, Claremont, and La Verne.

4. Provide training to in Conducting Research on Human Subjects for all CTRI/HELUNA HEALTH staff, university students/interns and health coach/navigators on the responsibility to safeguard personal/confidential information learned in the course of providing volunteer services for TCMHA as well as the responsibility to avoid conflicts of interest.

5. Instruct CTRI/HELUNA HEALTH staff, university students/interns and health coach/navigators to take appropriate instruction/training from TCMHA staff and adhere to TCMHA policies and procedures.

ATTACHMENT 10-B

6. Act as the liaison between CTRI/HELUNA HEALTH staff, university students/interns and health coach/navigators and TCMHA and act on TCMHA's instruction with respect to any issues with assigned CTRI/HELUNA HEALTH personnel.

7. Remove a staff member or volunteer from an assignment on a timely basis at the request of TCMHA.

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

1. Provide training, under the supervision of its Community Navigator Program Team, to appropriately outreach, engage, and refer individuals for community health screenings and health education classes at TCMHA sites or at a location deemed necessary and appropriate, so long as the services are provided within the manner pursuant to this MOU.

2. Provide CTRI/HELUNA HEALTH staff and volunteers with materials and organizational policies and procedures necessary to fulfill their responsibilities.

3. Provide CTRI/HELUNA HEALTH with appropriate updates about any performance issues related to CTRI/HELUNA HEALTH staff and volunteers.

4. Provide mental health services to community residents on referral from CTRI consistent with Tri-City policies.

5. Collaborate with CTRI community based translational research programs consistent with Tri-City's mission and policies.

III. GENERAL PROVISIONS

1. Term. The duration of this MOU shall be for one (1) year commencing on May 20, 2021 and ending on May 19, 2022. This MOU may be terminated by either party at any time upon ten (10) days written notice to the other party.

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

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

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

5. Health Insurance Portability and Accountability Act (HIPAA). The Parties and their officers, employees, and agents providing services pursuant to this MOU 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.

In Addition, to the extent necessary, CTRI/HELUNA HEALTH CGU and other university students/interns and health coach/navigators (Business Associate) will have access to Protected Health Information (PHI), as defined at 45 C.F.R. §160.103, and shall be subject to TCMHA's HIPAA Privacy and Security policies and procedures; and shall be required to appropriately safeguard ePHI or PHI and sign a *Business Associate Agreement,* 'Exhibit A', accepting liability for any breach of ePHI or PHI.

6. The Parties agree that CTRI/HELUNA HEALTH is not a "Business Associate" of TCMHA under HIPAA. CTRI/HELUNA HEALTH will not be performing or assisting in the performance of covered HIPAA functions on behalf of TCMHA; and there will be no exchange of individually identifiable PHI between CTRI/HELUNA HEALTH and CTRI/HELUNA HEALTH staff, CGU and other university students/interns and health coach/navigators.

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

In addition, TCMHA is prohibited hiring or retaining any individual as a Workforce Member (employees, volunteers, interns, consultants, locum tenens, trainees, contractors, whether or not they are paid by TCMHA), in any capacity, whether clinical or non-clinical, who is excluded, suspended, debarred, or otherwise made ineligible to provide direct or indirect services under federally funded health care programs. This policy was established to avoid the imposition of civil monetary penalties on TCMHA and to ensure compliance with federal and State regulations regarding employment of excluded and/or suspended individuals. Accordingly, TCMHA requires that CTRI/HELUNA HEALTH and staff, CGU and other university students/interns and health coach/navigators to certify that they are not excluded from any Federal health care program, or federally funded contract and sign the attached as ' Exhibit B', *Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods or Services Under Any Federal Or State Health Care Program.*

8. To the extent allowed by law, TCMHA shall be responsible for damages caused by

the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CTRI/HELUNA HEALTH/Heluna Health (including its officers, agents, volunteers, sponsors, supporters, and employees) for claims for injury or damages arising out of the performance of this MOU, but onlyin proportion and to the extent such injury or damages are caused by or result from the negligent acts or omissions of TCMHA's directors, officers, agents or employees in the performance of thisMOU.

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

10. Insurance. CTRI/HELUNA HEALTH shall obtain and file with TCMHA, at its expense, a certificate of insurance before CTRI/HELUNA HEALTH Personnel commence any services under this MOU as follows:

i. Automobile Insurance: $1,000,000.00 per occurrence.

ii. Workers Compensation Insurance: Minimum statutory limits. Coverage should include designated CTRI/HELUNA HEALTH Personnel assigned at TCMHA.

iii. Errors And Omissions Insurance: $1,000,000.00 per occurrence and $3,000,000 annual aggregate.

iv. Commercial General Liability And Property Damage Insurance: General Liability and Property Damage Combined. $2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

v. Notice Of Cancellation: TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording"endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kindupon the company, its agents or representatives."

vi. Certificate Of Insurance: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, and volunteers" as additional insureds.

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

12. CTRI/HELUNA HEALTH's Representative. CTRI/HELUNA HEALTH warrants that the individuals who have signed the MOU have the legal power, right, and authority to make this MOU and to act on behalf of CTRI/HELUNA HEALTH for all purposes under this MOU.

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

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

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

CTRI/HELUNA HEALTH/Heluna Health	**Tri-City Mental Health Authority**
By: _____ Name: C. Anderson Johnson Title: CTRI CEO Date: _____. 2021 By: _____ Name: Peter Dale Title: Chief Program Officer, Heluna Health Date: _____. 2021	By: _____ Name: Antonette Navarro, LMFT Title: Executive Director Date: _____, 2021

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **May 19, 2021**

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

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

SUBJECT: **Executive Director's Monthly Report**

STATE BUDGET MAY REVISE AND BEHAVIORAL HEALTH

At the writing of this report, Governor Newsom had only just announced the May revision of his proposed State budget. Preliminarily, it appears that in anticipation of a $75 billion tax revenue surplus, funds marked for behavioral health that were proposed in the January budget remain; with additional funds to be added under the Children and Youth Behavioral Health Initiative. The California Behavioral Health Directors' Association (CBHDA) will produce a comprehensive accounting and analysis of the Governor's May revise (with a focus on behavioral health) and to distribute to its members by Monday, May 17, 2021. The Executive Director will share details of that analysis at the Governing Board/Mental Health Commission Joint Meeting on May 19th, 2021.

MENTAL HEALTH COMMISSIONER RECRUITMENT

Following the resignation of Commission Member Daniel Rodriguez in October 2020, which brought the minimum membership requirement to Tri-City's Mental Health Commission, the JPA Administrator/Clerk posted the announcement for the recruitment of new Commissioners with all three cities.

During its April Meeting the Tri-City Mental Health Commission discussed its intention to fill some of the open Commission seats with youth, aged 18-25 years, in order to enhance the diversity of the Commission and benefit from the youth perspective on mental health issues in our three cities. Commissioners and executive team staff targeted Tri-City programs and community partners to share the information about Tri-City's Mental Health Commission recruitment. Tri-City has now received 3 applications for Commissioner, two of them youth, and the Executive Director requests the Governing Board to form an Ad Hoc Committee to interview and select the new Commissioner(s).

HUMAN RESOURCES UPDATE

Staffing – Month Ending April 2021:

- Total Staff is 191 full-time and 20 part-time plus 20 full time vacancies 2 part time vacancies for a total of 222 positions.
- There were 5 new hires in April.
- There were 2 separations in April.

Workforce Demographics April 2021:

- American Indian or Alaska Native = 0.48%
- Asian = 9.09%
- Black or African American = 8.61%
- Hispanic or Latino = 56.94%
- Native Hawaiian or Other Pacific Islander = 0.48%
- Other = 8.61%
- 2 or more races = 1.44%
- White or Caucasian = 14.35%

Posted Positions in April 2021

- Clinical Supervisor I AOP (1 FTE)
- Clinical Supervisor I School Partnership (1 FTE)
- Clinical Supervisor I COP (1 FTE) *1 hire pending*
- Clinical Therapist I/II Adult FSP (3 FTEs) *1 hire pending*
- Clinical Therapist I AOP (3 FTEs)
- Clinical Therapist I/II COP (2 FTEs)
- Clinical Therapist I/II COP SPT (2 FTEs) *1 hire pending*
- Clinical Wellness Advocate I/II/III – Internal Only (2 FTEs)
- Community Capacity Organizer (1 FTE)
- Housing Wellness Advocate (.5 FTE)
- Mental Health Specialist COP SPT (.5 FTE) 1*hire pending*
- Program Support Assistant II (1 FTE)
- Psychiatric Technician I/II/III – Adult FSP (2 FTEs) *1 hire pending*

HOUSING DIVISION UPDATE

The 6 months prior to the pandemic, the Housing Division was averaging 19.7 monthly referrals from the clinical teams of client who needed some type of housing support: obtaining housing, maintaining housing, or avoiding eviction. From March 2020 through September 2020, the Division averaged 31.4 referrals per month.

Looking back at this time last year, there were so many unknowns regarding the virus and while the eviction moratorium allowed households to not be worried about being displaced for the moment, many still were not able to see a solution for how to pay off the rental debt they were accumulating as the months went by without them having a reliable income. Likewise, the individuals who found refuge in Project Roomkey (PRK) motels did not have any identified exit plans and were aware that their stay was only temporary. Continuum of Care meetings with the various agencies, including TCMH, that work to collaborate on how to help our housing-challenged community members, were at a loss.

However, starting in October 2020 and through April 2021 Housing Division referral numbers have dropped to an average of 18.7 referrals per month. The reduction in the number of persons seeking housing assistance appears to correlate with an increase in resources coming from the local, state, and federal levels:

- On August 17, 2020 and October 27, 2020, LA County and the City of Pomona, respectively, opened applications for their rent relief assistance programs to help renters pay off some of their back rent.
- On September 21, 2020, Gov. Newsom announced the 2nd round of Homekey awards where LA County received $54 million dollars for 5 motels for 430 units to place PRK participants in.
- Through CARES Act Emergency Solutions Grant, existing housing vouchers, and Operation Porchlight funding, the City of Pomona has been able to extend the motel stay for Pomona-connected PRK participants as well as be able to award the participants with the path to permanent housing through housing vouchers and rapid rehousing funding
- On March 15, 2021, the state of California began their rent relief assistance program which has the potential to bring landlords 80% of any owed rent and renters to a zero balance
- Finally, with the widespread availability of the vaccine businesses are slowly reopening, more people are returning to work, and for some incomes are beginning to be revived and fears about eviction and/or homelessness reduced

Certainly, it is still too early to yet know the longer-term impact the pandemic is going to have on housing. However, with the above combination of resources, the Housing Division staff can already begin to see and feel the collective relief of our community emerging.

I.T. UPDATE

Operating under the guidance of Executive Director Toni Navarro, and in collaboration with Jessica Wong (Kairos Partners Consultant), the new CIO has been tasked with aligning I.T. operational processes and projects with the overall organizational strategic direction and industry best practices. In addition to general operations and addressing break/fix issues, it is the goal of the CIO to not only expand departmental efficiency and effectiveness, but also usher in a new I.T. paradigm that emphasizes relationship building and solution discovery. There are several areas that could benefit from analysis and improvement, but for the sake of strategic discussion, we have broken it down under four (4) main categories:

- Security – Ensure the organization has the proper protocols and safeguards in place that not only adheres to minimum security Health I.T. standards, but also incorporates best practices for increased resiliency and redundancy for a more robust, maximized I.T. security footprint.

- Operations – Control I.T. costs and procurement and ensure High Availability (HA) of Tri-City infrastructure and system/application accessibility. Standardize software/hardware wherever possible and establish best practices around on-going I.T. tasks (i.e. monitoring of existing systems, etc.)

- Customer Service – Prioritize client relations and rapport building. Establish a more collaborative relationship with other departments and bring more accountability to internal processes and requests.

- Project Management – Create a process for formal project and enterprise portfolio management, and solution intake with an emphasis on collaboration and documentation.

Each category can be broken down further into several micro categories. The plan is to remediate items that have an immediate risk, while at the same time utilize an iterative approach to overall process improvement to minimize organizational impact as a result of I.T. changes. This will require patience and cooperation, not just internally amongst I.T. resources, but also interdepartmentally. Feedback thus far, has been positive.

For next steps, we are currently reviewing all known projects that are either directly under the purview of I.T. or require I.T. assistance. Prioritization and stakeholder expectation management will be key with major initiatives such as the EHR migration will require a significant amount of time and resources. Currently, the I.T. department is actively engaged in the implementation of the following projects:

- RingCentral Unified Communication Rollout. In collaboration with Best Practices team. A project plan and timeline have been developed with work currently under way. Tentative enterprise go-live date is end of August 2021.

- PC Hardware Refresh – Due to delays as a result of Covid, the hardware refresh schedule has fallen out of sync. Course correction is underway with the remaining hardware scheduled for deployment by no later than the Summer of 2021.

- Internal Security Assessment and Review – Planning is underway to perform in-depth I.T. security assessment for Tri-City. No timeline at this time, but the hope is to have a partner in hand within 90 days to begin work.

In addition to above mentioned projects, internal process improvement is on-going.

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **May 19, 2021**

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

FROM: **Diana Acosta, CPA, Chief Financial Officer**

SUBJECT: **Monthly Finance Report**

UNAUDITED FINANCIAL STATEMENTS FOR THE NINE MONTHS ENDED MARCH 31, 2021 (2021 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the nine months ended March 31, 2021. 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 $4.6 million. MHSA operations accounted for approximately $4.1 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 $12.1 million in MHSA funding has been received of which $6.6 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 $13.2 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The remaining increase in net position of approximately $496 thousand is from Clinic outpatient operations, which is the result of operations for the nine months ended March 31, 2021.

The total cash balance at March 31, 2021 was approximately $36.1 million, which represents an increase of approximately $5.0 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 $585 thousand. MHSA operations reflected an increase in cash of approximately $4.2 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately $12.1 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 $8.7 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the nine months ended March 31, 2021. Additionally, approximately $1.4 million has been received through May 12, 2021. Of the total amounts received in the current fiscal year, approximately $1.6 million is related to interim cost report settlements covering fiscal years 2013-14, 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 previously, 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 years (through FY 2022/23). As such, planning appropriately to ensure we meet the needs of our community, and having the ability to make changes as we go will be necessary in the upcoming years, especially if projections wind up being significantly different than currently projected.

The fiscal year 2020-21 independent financial statement audit interim fieldwork is scheduled to begin mid-June 2021 with the final phase scheduled to begin in August 2021. The issuance of the audited financial statements is targeted for October of 2021.

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 $196,839 and $128,161, respectively. Management has confirmed the final distribution amounts with CA DHCS and LAC DMH, and upon approval of Resolution 579, Tri City will issue said final payments bringing the total bankruptcy liability to zero.

MHSA Funding Updates

Estimated Current Cash Position – The following table represents a brief summary of the estimated current MHSA cash position as of the nine months ended March 31, 2021 which includes estimates to project the ending cash balance at June 30, 2021.

		MHSA	
Cash at March 31*, 2021*	$	27,996,006	
Receivables net of Reserve for Cost Report Settlements		(708,812)	
Prudent Reserves		(2,200,000)	*
Estimated Remaining Expenses for Operations FY 2020-21		(2,810,017)	**
Reserved for future CFTN Projects including TCG		(1,247,389)	
Reserved for Future Housing Projects		(2,800,000)	****
Total Estimated Adjustments to Cash		(9,766,218)	
Estimated Available at June 30, 2021	$	18,229,788	
Remaining estimated funds to be received in FY 2020-21	$	2,682,502	**

* 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 previously designed for housing, an additional $1.6 Million was designated for housing, as approved at the May 15, 2019 Governing Board Meeting. Following the Governing Board Approval of the West Mission Housing Project and the approval of all the respective documents, the $2.8 Million designed to this project, was transferred to the project project during the month of April 2021.

MHSA Reversion

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

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

To demonstrate the three-year monitoring of CSS, PEI and INN dollars, the following table represents the funds as of a date in time, June 30, 2020, and the year in which they were received.

Remaining Funds as of June 30, 2020 (Per Audited Financial Statements)

	CSS	PEI	INN	Total
	13,009,920	1,833,229	1,867,814	16,710,963
2016-17				-
2017-18			819,183	819,183
2018-19	5,535,602		556,900	6,092,502
2019-20	7,474,318	1,833,229	491,731	9,799,278
Total at 6/30/20	13,009,920	1,833,229	1,867,814	16,710,963

Estimated FY 2020-21 Expenditures per MHSA Plan		
CSS	PEI	INN
10,712,194	2,217,534	316,438

- The 2018-19 CSS remaining dollars, in the amount of $5,535,602, are required to be spent by June 30, 2021 to avoid being subject to reversion. As demonstrated in the table above, anticipated expenditures in the CSS plan in fiscal year 2020-21 are designed to mitigate the risk of reversion.

- The 2019-20 CSS remaining dollars, in the amount of $1,833,229, are required to be spent by June 30, 2022 to avoid being subject to reversion. As demonstrated in the table above, anticipated expenditures in the PEI plan in fiscal year 2020-21 are designed to mitigate the risk of reversion.

- The 2017-18 INN remaining dollars as well as approximately 50% of the 2018-19 dollars are all part of the MHSOAC approved Help@Hand Program (formerly Tech Suite) which is expected to be completed December 2023, and as such these amounts are not at risk of reversion. The remaining 2018-19 amounts that are not associated with the Help@Hand program are required to be in an MHSOAC approved program by June 30, 2021 in order to avoid being subject to reversion. Additionally, the 2019-20 amounts are required to be in an MHSOAC approved program by June 30, 2022. Work groups and stakeholder meetings are currently underway to develop a plan to be presented to the MHSOAC for approval by the end of the fiscal year.

Attachments

Attachment 12-A: March 31, 2021 Unaudited Financial Statements

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION

	AT MARCH 31, 2021			AT JUNE 30, 2020		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
Current Assets						
Cash	$ 8,146,327	$ 27,996,006	$ 36,142,333	$ 7,395,355	$ 23,736,461	$ 31,131,816
Accounts receivable, net of reserve for uncollectible accounts						
$426,448 at March 31, 2021 and $543,736 at June 30, 2020	3,445,851	1,984,508	5,430,359	4,191,840	2,588,279	6,780,119
Total Current Assets	11,592,178	29,980,514	41,572,692	11,587,195	26,324,740	37,911,935
Property and Equipment						
Land, building, furniture and equipment	3,814,696	9,546,292	13,360,988	3,699,755	9,384,214	13,083,969
Accumulated depreciation	(2,484,687)	(3,697,342)	(6,182,029)	(2,403,631)	(3,434,225)	(5,837,856)
Total Property and Equipment	1,330,008	5,848,950	7,178,959	1,296,123	5,949,989	7,246,112
Other Assets						
Deposits and prepaid assets	134,746	605,030	739,776	70,955	491,199	562,154
Total Noncurrent Assets	1,464,754	6,453,980	7,918,734	1,367,079	6,441,188	7,808,267
Total Assests	$ 13,056,932	$ 36,434,494	$ 49,491,426	$ 12,954,274	$ 32,765,928	$ 45,720,202
Deferred Outflows of Resources						
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	2,776,741	-	2,776,741	2,776,741	-	2,776,741
Total Assets and Deferred Outflows of Resouces	**$ 15,833,673**	**$ 36,434,494**	**$ 52,268,167**	**$ 15,731,015**	**$ 32,765,928**	**$ 48,496,943**
LIABILITIES						
Current Liabilities						
Accounts payable	221,496	-	221,496	235,067	188,826	423,893
Accrued payroll liabilities	189,534	305,176	494,710	561,169	80,419	641,589
Accrued vacation and sick leave	653,248	1,076,706	1,729,954	604,179	865,609	1,469,787
Reserve for Medi-Cal settlements	3,339,857	2,693,320	6,033,177	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	4,434,824	4,075,201	8,510,025	4,373,168	3,501,166	7,874,334
Intercompany Acct-MHSA & TCMH	264,340	(264,340)	-	370,961	(370,961)	-
Long-Term Liabilities						
Mortgages and home loan	748,729	88,309	837,038	771,683	88,309	859,992
Net pension liability	5,462,528	-	5,462,528	5,462,528	-	5,462,528
Unearned MHSA revenue	-	5,828,525	5,828,525	-	276,421	276,421
Total Long-Term Liabilities	6,211,257	5,916,834	12,128,091	6,234,211	364,730	6,598,940
Liabilities Subject to Compromise						
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	331,064	-	331,064	656,064	-	656,064
Total Liabilities	11,241,484	9,727,696	20,969,180	11,634,403	3,494,935	15,129,339
Deferred Inflow of Resources						
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	217,236	-	217,236	217,236	6,625,123	6,842,359
NET POSITION						
Invested in capital assets net of related debt	550,591	5,848,950	6,399,542	493,753	5,949,989	6,443,742
Restricted for MHSA programs	-	20,252,818	20,252,818	-	16,204,682	16,204,682
Unrestricted	3,824,361	605,030	4,429,391	3,385,622	491,199	3,876,821
Total Net Position	4,374,952	26,706,799	31,081,751	3,879,375	22,645,870	26,525,245
Total Liabilities, Deferred Inflows of Resources and Net Position	**$ 15,833,673**	**$ 36,434,494**	**$ 52,268,167**	**$ 15,731,015**	**$ 32,765,928**	**$ 48,496,943**

Definitions:
TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2021 AND 2020

	PERIOD ENDED 3/31/21			PERIOD ENDED 3/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	$ 2,836,778	$ 2,506,876	$ 5,343,654	$ 2,773,281	$ 2,411,778	$ 5,185,058
Medi-Cal FFP FYE Prior Year	126,765	1,894	128,659	-	-	-
Medi-Cal SGF-EPSDT	710,593	543,689	1,254,283	750,499	554,614	1,305,113
Medi-Cal SGF-EPSDT Prior Year	(29,906)	15,202	(14,704)	-	-	-
Medicare	741	1,169	1,910	2,331	1,364	3,695
Grants and contracts	445,531	21,580	467,111	18,307	21,690	39,997
Patient fees and insurance	1,244	-	1,244	2,283	-	2,283
Rent income - TCMH & MHSA Housing	23,943	68,518	92,461	27,166	66,601	93,767
Other income	1,638	376	2,014	1,014	453	1,466
Net Operating Revenues	**4,117,327**	**3,159,304**	**7,276,632**	**3,574,881**	**3,056,499**	**6,631,380**
OPERATING EXPENSES						
Salaries, wages and benefits	5,834,644	9,051,028	14,885,672	5,047,200	8,238,731	13,285,932
Facility and equipment operating cost	500,436	860,613	1,361,049	465,245	989,323	1,454,568
Client lodging, transportation, and supply expense	232,931	1,292,780	1,525,711	100,725	1,039,974	1,140,699
Depreciation	109,411	313,759	423,170	72,072	266,200	338,272
Other operating expenses	444,501	946,604	1,391,106	429,240	957,116	1,386,356
Total Operating Expenses	**7,121,923**	**12,464,784**	**19,586,708**	**6,114,482**	**11,491,345**	**17,605,827**
OPERATING (LOSS) (Note 1)	**(3,004,596)**	**(9,305,480)**	**(12,310,076)**	**(2,539,601)**	**(8,434,846)**	**(10,974,447)**
Non-Operating Revenues (Expenses)						
Realignment	3,181,230	-	3,181,230	2,862,363	-	2,862,363
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
MHSA funds	-	13,246,166	13,246,166	-	11,628,973	11,628,973
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Pomona Vision 2030 Project	78,000		78,000	-	-	-
Cares Act Stimulus & Telehealth	185,943		185,943	-	-	-
Interest Income	22,806	111,493	134,299	74,995	387,284	462,279
Interest expense	(30,041)	-	(30,041)	(31,280)	-	(31,280)
Gain on disposal of assets	-	8,750	8,750	508	8,731	9,238
Total Non-Operating Revenues (Expense)	3,500,174	13,366,409	16,866,583	2,976,822	12,024,988	15,001,810
INCOME (LOSS)	**495,577**	**4,060,929**	**4,556,506**	**437,221**	**3,590,142**	**4,027,363**
INCREASE (DECREASE) IN NET POSITION	**495,577**	**4,060,929**	**4,556,506**	**437,221**	**3,590,142**	**4,027,363**
NET POSITION, BEGINNING OF YEAR	3,879,375	22,645,870	26,525,245	3,229,029	21,242,083	24,471,112
NET POSITION, END OF MONTH	**$ 4,374,952**	**$ 26,706,799**	**$ 31,081,751**	**$ 3,666,249**	**$ 24,832,225**	**$ 28,498,475**

(**Note 1**) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

Definitions:
Medi-Cal FFP= Federal Financial Participation Reimbursement
Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.
TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
NINE MONTHS ENDED MARCH 31, 2021 AND 2020

	PERIOD ENDED 3/31/21			PERIOD ENDED 3/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	$ 5,250,044	$ 4,034,732	$ 9,284,776	$ 3,009,164	$ 2,586,595	$ 5,595,759
Cash payments to suppliers and contractors	(1,255,229)	(3,402,655)	(4,657,884)	(1,235,441)	(3,651,647)	(4,887,088)
Payments to employees	(6,157,209)	(8,615,175)	(14,772,384)	(5,379,660)	(7,870,334)	(13,249,994)
	(2,162,395)	(7,983,097)	(10,145,491)	(3,605,937)	(8,935,386)	(12,541,323)
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	12,137,457	12,137,457	-	8,617,936	8,617,936
CalHFA-State Administered Projects	-	35,690	35,690		-	-
Realignment	3,181,230	-	3,181,230	3,467,075	-	3,467,075
Contributions from member cities	70,236	-	70,236	70,236	-	70,236
Housing & Community Development.-NPLH	(8,000)	-	(8,000)	-	-	-
Pomona Vision 2030 Project-Ballmer Group	78,000	-	78,000	-	-	-
Cares Act Stimulus & Sierra Telehealth Funds	185,943	-	185,943	-	-	-
	3,507,409	12,173,148	15,680,557	3,537,311	8,617,936	12,155,248
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(143,296)	(212,720)	(356,016)	(203,150)	(181,325)	(384,475)
Principal paid on capital debt	(22,954)	-	(22,954)	(21,716)	-	(21,716)
Interest paid on capital debt	(30,041)	-	(30,041)	(31,280)	-	(31,280)
Intercompany-MHSA & TCMH	(106,621)	106,621	-	(520,635)	520,635	-
	(302,912)	(106,099)	(409,011)	(776,780)	339,310	(437,470)
Cash Flows from Investing Activities						
Interest received	33,869	166,844	200,713	81,022	403,195	484,217
Sale of investments	-	8,750	8,750	508	8,731	9,238
	33,869	175,594	209,463	81,530	411,926	493,456
Cash Flows from Reorganization Items						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	(325,000)	-	(325,000)	(1,030,000)	-	(1,030,000)
	(325,000)	-	(325,000)	(1,030,000)	-	(1,030,000)
Net Increase (Decrease) in Cash and Cash Equivalents	750,972	4,259,546	5,010,517	(1,793,875)	433,786	(1,360,089)
Cash Equivalents at Beginning of Year	7,395,355	23,736,461	31,131,816	7,483,365	24,449,208	31,932,573
Cash Equivalents at End of Month	**$ 8,146,327**	**$ 27,996,006**	**$ 36,142,334**	**$ 5,689,489**	**$ 24,882,995**	**$ 30,572,484**

Definitions:

TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
NINE MONTHS ENDING MARCH 31, 2021
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	$ 3,098,541	$ 3,174,684	$ (76,143)	$ 2,733,780	$ 3,401,142	$ (667,362)	$ 5,832,321	$ 6,575,826	$ (743,505)
Medi-Cal FFP Prior Year	133,240	-	133,240	2,066	-	2,066	135,306	-	135,306
Medi-Cal SGF-EPSDT	769,912	1,199,378	(429,466)	592,900	792,221	(199,321)	1,362,812	1,991,600	(628,787)
Medi-Cal SGF-EPSDT Prior Year	(27,614)	-	(27,614)	16,578	-	16,578	(11,036)	-	(11,036)
Medicare	741	2,250	(1,509)	1,169	1,050	119	1,910	3,300	(1,390)
Patient fees and insurance	1,244	1,875	(631)	-	-	-	1,244	1,875	(631)
Grants and contracts	445,531	219,572	225,959	21,580	-	21,580	467,111	219,572	247,539
Rent income - TCMH & MHSA Housing	23,943	27,225	(3,283)	68,518	82,838	(14,319)	92,461	110,063	(17,602)
Other income	1,638	-	1,638	376	-	376	2,014	-	2,014
Provision for contractual disallowances	(329,849)	(424,094)	94,245	(277,662)	(415,211)	137,549	(607,510)	(839,305)	231,794
Net Operating Revenues	**4,117,327**	**4,200,891**	**(83,564)**	**3,159,304**	**3,862,040**	**(702,735)**	**7,276,632**	**8,062,931**	**(786,299)**
OPERATING EXPENSES									
Salaries, wages and benefits	5,834,644	6,257,297	(422,652)	9,051,028	9,797,404	(746,376)	14,885,672	16,054,700	(1,169,028)
Facility and equipment operating cost	500,440	527,054	(26,613)	860,629	1,100,805	(240,176)	1,361,069	1,627,859	(266,789)
Client program costs	226,943	90,065	136,878	1,272,202	907,483	364,719	1,499,145	997,548	501,597
Grants	-	-	-	49,392	60,000	(10,608)	49,392	60,000	(10,608)
MHSA training/learning costs	-	-	-	83,131	116,258	(33,128)	83,131	116,258	(33,128)
Depreciation	109,411	68,704	40,707	313,759	269,443	44,316	423,170	338,147	85,023
Other operating expenses	450,485	540,115	(89,630)	834,644	1,016,164	(181,520)	1,285,129	1,556,279	(271,149)
Total Operating Expenses	**7,121,923**	**7,483,234**	**(361,311)**	**12,464,784**	**13,267,556**	**(802,772)**	**19,586,708**	**20,750,790**	**(1,164,082)**
OPERATING (LOSS)	**(3,004,596)**	**(3,282,343)**	**277,747**	**(9,305,480)**	**(9,405,517)**	**100,037**	**(12,310,076)**	**(12,687,860)**	**377,783**
Non-Operating Revenues (Expenses)									
Realignment	3,181,230	2,741,508	439,722	-	-	-	3,181,230	2,741,508	439,722
Contributions from member cities & donations	70,236	70,236	-	-	-	-	70,236	70,236	-
MHSA Funding	-	-	-	13,246,166	13,246,166	-	13,246,166	13,246,166	-
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-	(8,000)	-	(8,000)
Pomona Vision 2030 Project	78,000	-	78,000	-	-	-	78,000	-	78,000
Cares Act Stimulus & Telehealth	185,943	-	185,943	-	-	-	185,943	-	185,943
Interest (expense) income, net	(7,236)	20,242	(27,477)	111,493	249,000	(137,507)	104,257	269,242	(164,984)
Other income-gain on disposal of assets	-	-	-	8,750	-	8,750	8,750	-	8,750
Total Non-Operating Revenues (Expense)	**3,500,174**	**2,831,986**	**668,188**	**13,366,409**	**13,495,166**	**(128,757)**	**16,866,583**	**16,327,152**	**539,431**
Special Item: Net reorganization income (expense)	-	-	-	-	-	-	-	-	-
INCREASE(DECREASE) IN NET POSITION	**$ 495,577**	**$ (450,357)**	**$ 945,935**	**$ 4,060,929**	**$ 4,089,649**	**$ (28,720)**	**$ 4,556,506**	**$ 3,639,292**	**$ 917,214**

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
NINE MONTHS ENDING MARCH 31, 2021

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 $786 thousand for the following reasons:

1 **Medi-Cal FFP revenues for FY 2020-21** were $743 thousand lower than the budget. Medi-Cal FFP revenues were $76 thousand lower for TCMH and $667 thousand lower for MHSA. At TCMH, the adult program revenues were higher than budget by $257 thousand and the children program revenues were lower by $333 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by $554 thousand and the Children and TAY FSP programs were lower by $113 thousand. Additionally, as the results of the fiscal years 2013-14, 2015-16 and 2016-17 interim cost report settlements, a total of $135 thousand in prior years Medi-Cal FFP revenues were recorded to the current year operations.

2 **Medi-Cal SGF-EPSDT revenues for fiscal year 2020-21** were lower than budget by $629 thousand of which $429 thousand lower were from TCMH and $199 thousand lower were from MHSA. As was mentioned above, however, a net adjustment of $11 thousand in prior years Medi-Cal SGF-EPSDT revenues were recorded due to the fiscal years 2013-14, 2015-16 and 2016-17 interim cost report settlements. SGF-EPSDT relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.

> *Medi-Cal and Medi-Cal SGF-EPSDT revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled.*

3 **Medicare revenues** are lower than the budget by $1 thousand. 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 $248 thousand. Grants and Contracts are $226 thousand higher for TCMH and $22 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, City of Pomona Rent Relief program and PEOC COVID-19 Community Equity Fund. 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 $18 thousand. The rental income represents the payments collected from the tenants staying at the Tri-City apartments on Pasadena and at the MHSA houses on Park Avenue and Baseline Rd.

6 **Other income** is $2 thousand higher than budget.

7 **Provision for contractual disallowances** for fiscal year 2020-21 is $232 thousand lower than budget due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by approximately $1.2 million for the following reasons:

1 **Salaries and benefits** are approximately $1.2 million lower than budget and of that amount, salaries and benefits are $423 thousand lower for TCMH operations and are $746 thousand lower for MHSA operations. These variances are due to the following:

TCMH salaries were lower than budget by $87 thousand and benefits are lower than budget by $336 thousand due to lower various insurances.

MHSA salaries are lower than budget by $401 thousand. The direct program salary costs are lower by $212 thousand due to vacant positions and the administrative salary costs are lower than budget by $189 thousand. Benefits are lower than budget by $345 thousand. Of that, health insurance is lower by $218 thousand, retirement contributions are lower by $70 thousand, workers compensation is lower by $42 thousand and state unemployment is lower by $39 thousand. These lower costs are offset by higher employer training costs.

2 **Facility and equipment operating costs** were lower than budget by $267 thousand. Facility and equipment operating costs were $27 thousand lower for TCMH and $240 thousand lower for MHSA.

TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2021

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)

3 **Client program costs** are higher than the budget by $502 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.

4 **Grants for fiscal year 2020-21** awarded under the Community Wellbeing project are lower than the budget $11 thousand due to timing.

5 **MHSA learning and training costs** are lower than the budget by $33 thousand.

6 **Depreciation** is higher than budget by $85 thousand.

7 **Other operating expenses** were lower than budget by $271 thousand of which $90 thousand lower were from TCMH and $181 thousand lower were from MHSA. At TCMH, attorney fee is lower than budget by $55 thousand and personnel recruiting fees are lower by $38 thousand and are offset by higher IT professional fee. For MHSA, professional fees are lower than the budget by $103 thousand, attorney fees are lower by $19 thousand, personnel recruiting fees are lower by $33 thousand, conference and mileage reimbursement are lower by $23 thousand and dues and subscriptions are lower by $28 thousand. These lower costs are offset by higher security expense.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by $539 thousand as follows:

1 **TCMH non-operating revenues** are $668 thousand higher than the budget. Of that, realignment fund is higher than the budget by $440 thousand. Contributions from member cities are in line with the budget. Interest income netted with interest expense is lower by $27 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. In December Tri-City records into non-operating revenue $78 thousand for its participation in the Pomona Vision 2030 Project. Funds will help Tri-City partner with PUSD to engage and assess the needs and strengths of students and their families who are in grades K-middle school in Pomona. Additionally, Tri-City received approximately $86 thousand from the Federal 2020 Stimulus Cares Act Relief Funds and $100 thousand Telehealth Infrastructure funds from Community Mental Health Services Block Grant.

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

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

	Actual	Budget	Variance
CSS funds received and available to be spent	$ 10,712,194	$ 10,712,194	$ -
PEI funds received and available to be spent	2,217,534	2,217,534	-
WET funds received and available to be spent	-	-	-
CAP/TECH funds received and available to be spent	-	-	-
INN funds received and available to be spent	316,438	316,438	-
Non-operating revenues recorded	$ 13,246,166	$ 13,246,166	$ -

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

Interest income for MHSA is lower than budget by $138 thousand.

Other Non-Operating Revenues were from the trade-ins of three MHSA vehicles.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2021 AND 2020

	PERIOD ENDED 3/31/21			PERIOD ENDED 3/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	$ 2,836,778	$ 2,506,876	$ 5,343,654	$ 2,773,281	$ 2,411,778	$ 5,185,058
Medi-Cal FFP FYE Prior Year	126,765	1,894	128,659	-	-	-
Medi-Cal SGF-EPSDT	710,593	543,689	1,254,283	750,499	554,614	1,305,113
Medi-Cal SGF-EPSDT Prior Year	(29,906)	15,202	(14,704)	-	-	-
Medicare	741	1,169	1,910	2,331	1,364	3,695
Realignment	3,181,230	-	3,181,230	2,862,363	-	2,862,363
MHSA funds	-	13,246,166	13,246,166	-	11,628,973	11,628,973
Grants and contracts	445,531	21,580	467,111	18,307	21,690	39,997
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Pomona Vision 2030 Project	78,000	-	78,000	-	-	-
Cares Act Stimulus & Telehealth	185,943	-	185,943	-	-	-
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
Patient fees and insurance	1,244	-	1,244	2,283	-	2,283
Rent income - TCMH & MHSA Housing	23,943	68,518	92,461	27,166	66,601	93,767
Other income	1,638	376	2,014	1,014	453	1,466
Interest Income	22,806	111,493	134,299	74,995	387,284	462,279
Gain on disposal of assets	-	8,750	8,750	508	8,731	9,238
Total Revenues	**7,647,542**	**16,525,713**	**24,173,256**	**6,582,982**	**15,081,487**	**21,664,469**
EXPENSES						
Salaries, wages and benefits	5,834,644	9,051,028	14,885,672	5,047,200	8,238,731	13,285,932
Facility and equipment operating cost	500,436	860,613	1,361,049	465,245	989,323	1,454,568
Client lodging, transportation, and supply expense	232,931	1,292,780	1,525,711	100,725	1,039,974	1,140,699
Depreciation	109,411	313,759	423,170	72,072	266,200	338,272
Interest expense	30,041	-	30,041	31,280	-	31,280
Other operating expenses	444,501	946,604	1,391,106	429,240	957,116	1,386,356
Total Expenses	**7,151,965**	**12,464,784**	**19,616,749**	**6,145,762**	**11,491,345**	**17,637,106**
INCREASE (DECREASE) IN NET POSITION	**495,577**	**4,060,929**	**4,556,506**	**437,221**	**3,590,142**	**4,027,363**
NET POSITION, BEGINNING OF YEAR	3,879,375	22,645,870	26,525,245	3,229,029	21,242,083	24,471,112
NET POSITION, END OF MONTH	**$ 4,374,952**	**$ 26,706,799**	**$ 31,081,751**	**$ 3,666,249**	**$ 24,832,225**	**$ 28,498,475**

NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **May 19, 2021**

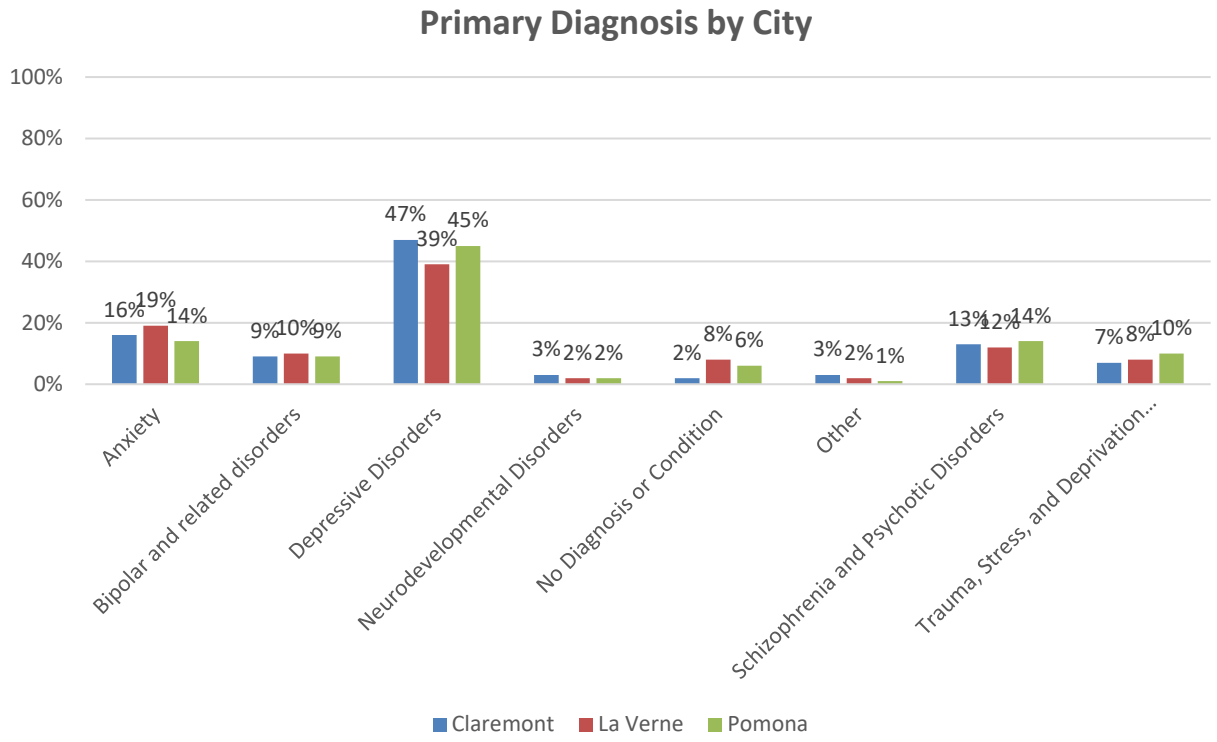
TO: **Governing Board of Tri-City Mental Health Authority**
Toni Navarro, LMFT, Executive Director

FROM: **Elizabeth Renteria, LCSW, Chief Clinical Officer**

SUBJECT: **Monthly Clinical Services Report**

CLIENT CENSUS DATA

Each month, information and data and will be shared about the services provided and the clients that have been supported. This month's data set comes from our electronic health record and highlights the diagnoses stratification by city.



ACCESS TO CARE

Access to Care processed a total of 192 service requests for adults in the month of April. In terms of request type, 13 were walk-in service requests, 153 were called-in, there were 21 Service Request Tracking System (SRTS) referrals, there were 2 in- writing referrals and 3 Full-Service Partnership/ Field Capable Client Services (FSP/FCCS) referrals. There was a total of 24 service requests that were hospital discharges. There were 23 service requests from the Intensive Outreach and Engagement Team (IOET).

The majority of service requests were called in over the phone at 86% (174) which is now the preferred method of processing service requests due to COVID-19. The majority of service requests were called in over the phone at 79.68% (153) which is now the preferred method of processing service requests due to COVID-19. In April 2021, 34% of individuals identified their living situation as being homeless. Living situation may have also been reported by the referral source.

Below is a breakdown of dispositions based on the 192 service requests received for April 2021:

- 3.64% (7) Pending service request.
- 1.04% (2) Already receiving MH services.
- 82.81% (159) Initial Appointment Given
- 2.60% (5) Individual/collateral declined services.
- 1.56% (3) Referred back to private insurance.
- 5.72% (11) Referred to another MH agency.
- 2.60 % (5) Unable to contact individual/collateral.

There was a total of 53 service requests received at the Royalty location for children and Transition Age Youth (TAY) in the month of April. Of the 53 service requests, 0 were a walk-in, 29 were called-in, 21 were in-writing referrals, 1 was an FSP referrals and 2 were SRTS referrals and 4 were referrals from IOET. There was a total of 3 service requests that were from hospital discharges. Please note additional service referrals came into the clinic late on Friday, 4/30/2021 and those were not included in this data for the children's department.

CO-OCCURRING SUPPORT TEAM

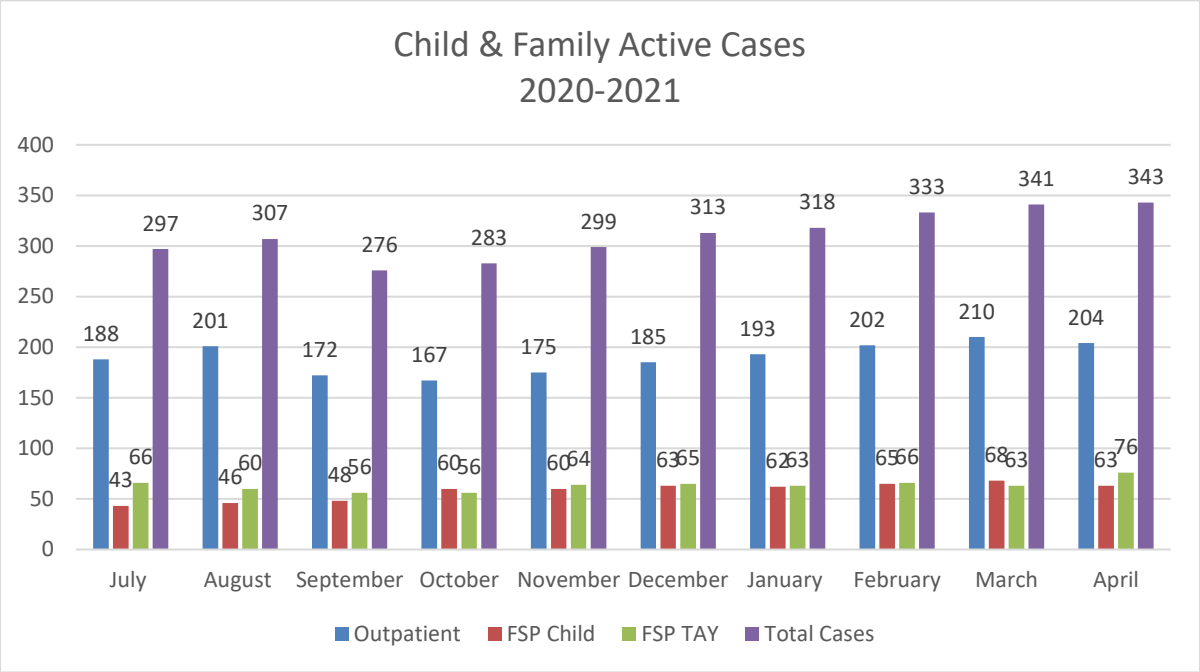
The Co-Occurring Support Team is partnering with the Pomona Health Center Wellness Community to offer a variety of virtual prevention groups including Stress Management Group and Parent Support Groups. Additional groups that are slated for the summer and fall include Grief & Loss during COVID-19, Anger Management and Multi-Family Support Group. Staff at the center will also help screen and refer women to maternal mental health groups and services in the community.

CLINICAL WELLNESS ADVOCATES TEAM

The Clinical Wellness Advocate Team has increased capacity to serve clients by employing 3 full time advocates. Vacant part time clinical wellness positions were converted into 3 full time positions at minimal additional cost to organization. The increase in available FTE has enabled staff to increase their caseload and address urgent client need in a timely manner.

CHILD AND FAMILY SERVICES

Cases Overview: Active, Intakes & Closings



**Data Provided by QA as of 5/3/2021*

Participation of cases in Children and Family Services remains consistent. In April 2021 343 children, youth and their families were seen for care. Face to face, in the community appointments for Full-Service Partnership clients have increased in the month of April. Clinicians are working with parents and caregivers on developing safe summer activities for youth and discussing ways to prepare students for return to school in the fall.

SCHOOL PARTNERSHIP TEAM (SPT)

The number of school referrals for the month April increased by 5 for a total of 26. School partnership team leadership is engaged in discussion with local school district staff in anticipation of increased mental health needs as students return in the fall.

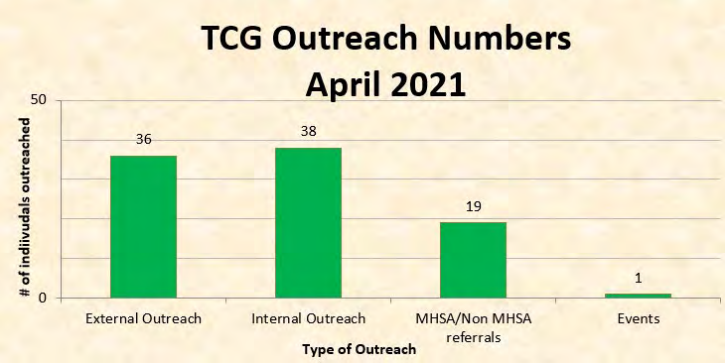
EARLY PSYCHOSIS

The Early Psychosis team is moving forward with full implementation of the Multi Family Group model. The education workshop for families and clients was held on May 12, 2021. In this interactive workshop families get introduced to evidenced based model and learn about valuable information regarding supporting their loved one who is experiencing psychosis.

THERAPEUTIC COMMUNITY GARDEN (TCG)

University of La Verne and TCG's Growing Youth Growing Gardens

Therapeutic Community Garden (TCG) staff partnered with Lisa Naranjo, MHSA Program Supervisor in the month of April to provide a workshop for University of La Verne students. The presentation focused on the benefits of TCG and included a discussion on the services provided by Tri-City Mental Health and mental health wellness in general. TCG also presented a mindfulness meditation and invited students to try the technique with an opportunity for comments and questions afterward. The results of the outreach were immediate, with new referrals coming in the same day of the presentation to enroll in TCG's youth group: Growing Youth Growing Gardens.



Above: *The graph depicts internal, external outreach, referrals into TCG, and virtual events in April.*

SUCCESS STORY

Adult Outpatient

The client story we are highlighting this month is from a 47-year-old female that has been in services for two years. Client had been diagnosed with a severe mental health disorder and had experienced impairment in several of her life domains including homelessness and unemployment. She was also the primary caregiver for her young grandchildren and need support in providing for them. Client had been living in a motel with her 3 grandchildren and faced homelessness on several occasions. Client completed the Engagement and Skills Towards Recovery Group as the first phase of treatment and continued to meet with an individual case coordinator to address the mental health needs that were preventing her from securing employment and obtaining permanent housing. Client reports that she is now able to utilize learned coping skills to manage her mental health which has enabled her to secure permanent employment. Because the therapeutic alliance with the therapist was so strong client, consistently followed through with appointments for treatment and with our housing department. During therapy sessions client reported substantial improvements in her mood and increased confidence in her ability to maintain safety and wellbeing. Client was approved for a housing voucher, continued to maintain her employment and was able to locate a permanent home for her and her grandchildren.

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **May 19, 2021**

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

FROM: **Seeyam Teimoori, M.D., Medical Director**

SUBJECT: **Medical Director Monthly Report**

SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), PSYCHIATRIC ASSESSMENT CARE TEAM (PACT) AND SUPPLEMENTAL CRISIS TEAMS IN APRIL 2021

IOET Program

- Number of all new outreach= 74
- Number client given intake appointments= 58
- Number of clients opened= 22
- Total number of ALL clients outreached= 204
- Total number of homeless served= 132
- Percentage of clients outreached that are homeless= 65%
- Percentage of clients enrolled this month in formal services that are homeless= 27%

Service area

- Pomona= 181
- Laverne= 6
- Claremont= 17
- Total= 204

Health Issues

- Number of initial health assessments completed= 19
- Number of clients linked to PCP appointments with IOET LPT=9

Supplemental Crisis Calls

- Number of calls received= 26
- Service Area
- Pomona= 11
- Laverne= 1
- Claremont= 1
- Outside service area= 13

PACT

- Number of new individuals added for the month= 41 (40 Unique)
- Number of closed individuals for the month= 20
- Number of holds written for the month= 8 holds
- Number enrolled in formal services for the month= 1
- Number pending intake appointment for the month= 1

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **May 19, 2021**

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

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

SUBJECT: **Monthly MHSA and Ethnic Services Report**

ETHNIC SERVICES

During the month of April, Dr. Allen Lipscomb, completed the last of the Inter-group dialogues in which staff members ranging from support staff to direct service to executive team members met with the goal of incorporating justice, equity, diversity, and inclusion more fully into the Tri-City organization. The next step will be for the Executive team to discuss the trainings and to incorporate new practices to further advance our goal to integrate justice, equity, inclusion, and diversity into Tri-City Mental Health.

Tri-City has various wellness advisory councils that are open to Tri-City staff, clients, consumers, families, advocates, community members and representatives of local organizations. Members are encouraged to share their experiences, perspective and expertise to help respond to gaps in services and better identify the mental health needs of our diverse communities in Pomona, La Verne and Claremont. Tri-City Advisory Councils are intended to create a safe space for all community members to come together and engage in open dialogue, learning, and action around equity and inclusion and be an advisory board to the Mental Health Commission and the Executive Team. For more information on the councils, please email us at cidc@tricitymhs.org.

AAFWAC (African American Family Wellness Advisory Council)

In honor of Mental Health Awareness Month, council members are focusing on promoting mental health awareness and wellbeing during the week of May 24th, they will be working with the African American Museum of Beginnings to create a virtual tour for community members. They will also share local African American resources and social media postings on Tri-City's social media platforms to promote and outreach to community members in the future regarding the advisory council. The book club continues to discuss

the book titled “Breaking the Chains of Psychological Slavery,” and the impact of trauma on the mental health and well-being of the African American community. Due to the high volume of participation, discussion and interest regarding the book, an additional meeting will be scheduled that will only focus on the book.

RAINBOW Advisory Council

While resources are provided at each meeting, this month the group focused on providing information on Covid-19 vaccination sites. A representative from the Pomona Pride Center shared information about their organization and their upcoming events. The main topic of discussion this month was to create “safe zone” signs for each Tri-City site. Members shared both their positive and negative perspective regarding having the safe zone signs on-site. Several members noted the importance of having a staff and community training to accompany any effort to create and display a safe-zone sign on-site. This training would help promote, educate and spread awareness about the safe-zone signs. In honor of Mental Health Awareness Month, the group hosted a webinar titled “Starting the conversation: How to support Inclusion with the LGBTQ+ community” on Thursday, May 13th.

¡Adelante! Latino & Hispanic Wellness Advisory Council

During the meeting, members discussed Mental Health Awareness Month and provided ideas on how to promote community well-being during the week of May 17th. In order to promote wellness and dismantle stigma, the group focused on creating social media postings in both English and Spanish on how to commence conversations about mental wellbeing.

Asian American And Pacific Islander (AAPI) Advisory Council

The month of May highlights both Mental Health Awareness and Asian American and Pacific Islander (AAPI) Heritage Month. COVID-19 and racial trauma have had a profound impact on the mental health of Black, Indigenous and People of Color (BIPOC) and LGBTQ+ communities. On Monday, May 10, 2021, the Cultural Inclusion and Diversity Committee (CIDC), in partnership with Western University of Health Sciences, hosted a webinar titled, “Ending the Silence: How to Support the Asian American and Pacific Islander (AAPI) Community.” Introductory remarks were shared by Jed Leano, City of Claremont Pro Tem and Vice Chair of the Tri-City Governing Board; Fiona Ma, California State Treasurer; Rimmi Hundal, Tri-City Director of MHSA and Ethnic Services; and a special recorded message from Congresswoman Judy Chu, U.S. Representative for California's 27th Congressional District and Chair of the Congressional Asian Pacific American Caucus (CAPAC). This webinar delved into the historical, generational and

current racial trauma experienced within the AAPI community and the importance of community healing. Panelists, including Tri-City staff and Western University medical students, shared their own personal experience within the AAPI community about mental health, stigma, and barriers to accessing care, while highlighting the strengths and resilience of the community as a whole. The CIDC also shared local resources to support individual and collective wellness, and promoted the launch of the AAPI Wellness Advisory Council.

Following the webinar, the first AAPI Advisory Council meeting took place on Tuesday, May 11th. There was a total of twenty participants, consisting of community members, local organizations, transition age youth, and Tri-City staff. During the meeting, Bruce Truong was introduced as the AAPI Wellness Advisory Council Chair. Introductory information was shared about the purpose of CIDC and the goals/objectives of the Tri-City Wellness Advisory Councils. Members shared personal experiences and their motivations for wanting to participate in this council.

MHSA COMMUNITY PLANNING PROCESS

On May 7, 2021, the MHSA Annual Update for FY 2021-22 was posted for a 30-day comment period with the goal of obtaining feedback from community members and local partners. This annual report showcases both the successes and challenges of programs funded under the Mental Health Services Act. The comment period will conclude on June 8 when the MHSA Public Hearing will take place in conjunction with the monthly Mental Health Commission meeting. Upon endorsement by the Mental Health Commission, the Annual Update for FY 2021-22 will then be presented to the Tri-City Governing Board on June 16, 2021 for final approval and adoption.

WORKFORCE EDUCATION AND TRAINING (WET)

During the month of April, The WET and Communications team continued its effort to educate and train staff and community. A primary method of communication with the community during physical distancing guidelines include social media posting. During the month of April Tri-City's social media accounts focused on Tri-City Mental Health's activities and events and ACEs Aware. In total, TCMH reached 621 on Facebook and 331 on Instagram. TCMH made 1,164 impressions on Twitter during the month of April.

PREVENTION AND EARLY INTERVENTION (PEI)

Community Wellbeing

The Community Wellbeing Grants applications for fiscal year 21/22 were reviewed by two Tri-City staff and one community member on April 21st and 22nd and letters were sent out to communities that were selected to participate in interviews, which is the next step for

the final selection. A total of 33 applications were received and reviewed and 20 applications were selected for the interview which took place on May 13th and May 14th.

Stigma Reduction

During the month of April program staff finalized, content, materials, events, website and social media to post, promote and celebrate **May - Mental Health Awareness Month.** May is a time to raise awareness of those living with mental or behavioral health issues and to help reduce the stigma so many experience. Each Mind Matters (EMM), California's statewide Stigma Reduction campaign, put together a May Mental Health Month Toolkit to promote the theme: #hopeforchange. With the resources and information EMM provided, Tri-City created a months' worth of activities, webinars, trainings, and support groups that community members could participate in and it can all be can be found on Tri-City's Events page.

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **May 19, 2021**

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**

The Data Team developed data and outcome measures for the new Innovations projects. Measures include pre and post surveys to determine what types of changes resulted from the program, participant feedback, and data tracking for program participation.

Additionally, six-month program summaries were sent out to the programs and meetings were held to review the data. Summaries include demographics of participants, attendance at events/groups, and participant feedback. This also provides an opportunity for programs to make any needed updates or changes before the next fiscal year.

The Quality Assurance Team develop and provided training for agency psychiatrists on the updated Medication Support Services Evaluation and Management (E&M) procedure codes. These procedures codes were modified by the American Medical Association and adopted by the Centers for Medicare and Medicaid Services on Jan. 1, 2021. The procedure code modifications do not impact reimbursement, but rather were developed to offer more standardization, clarity, and flexibility for service coding among physicians, nationwide.