

www.tricitymhs.org

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



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

GOVERNING BOARD AGENDA

WEDNESDAY, JUNE 15, 2022

**LA VERNE CITY HALL - COUNCIL CHAMBERS
3660 "D" STREET, LA VERNE, CA 91750
5:00 P.M.**

Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board. Therefore, members of the public are invited to speak on any matter on or off the agenda. If the matter is an agenda item, you will be given the opportunity to address the legislative body when the matter is considered. If you wish to speak on a matter that is not on the agenda, you will be given the opportunity to do so at the Public Comment section.

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 1717 N. Indian Hill Blvd., Suite B, in Claremont during normal business hours.

In compliance with the American Disabilities Act, any person with a disability who requires an accommodation in order to participate in a meeting should contact JPA Administrator/Clerk Mica Olmos at (909) 451-6421 at least 48 hours prior to the meeting.

CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

Board Member Cockrell, Board Member Lantz, Board Member Nolte, Board Member Ontiveros-Cole, and Board Member Vera; Vice-Chair Carder; and Chair Leano.

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting at the following Tri-City locations: Administration, 1717 N. Indian Hill Blvd. #B in Claremont; Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; Tri-City's website: <http://www.tricitymhs.org>; and in La Verne City Hall, 3660 "D" Street in La Verne.

CONSENT CALENDAR**1. APPROVAL OF MINUTES FROM THE APRIL 20, 2022 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of April 20, 2022.”

2. APPROVAL OF MINUTES FROM THE MAY 18, 2022 GOVERNING BOARD AND MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board and Mental Health Commission Regular Joint Meeting of May 18, 2022.”

3. CONSIDERATION OF APPROVAL OF RESOLUTION NO. 658 ADOPTING REVISED JOB DESCRIPTION FOR THE DIRECTOR OF MENTAL HEALTH SERVICES ACT AND ETHNIC SERVICES POSITION EFFECTIVE JUNE 15, 2022

Recommendation: “A motion to approve and adopt Resolution No. 658 Revising the Job Description for the Director of MHSA and Ethnic Services Position.”

NEW BUSINESS**4. CONSIDERATION OF AWARDING COMMUNITY WELLBEING GRANTS FOR FISCAL YEAR 2022-23 UNDER THE COMMUNITY CAPACITY BUILDING PROJECT OF THE PREVENTION AND EARLY INTERVENTION (PEI) PLAN**

Recommendation: “A motion to award thirteen Community Wellbeing Grants totaling \$79,600.00 to be funded under the PEI Plan in FY 2022-23”

5. CONSIDERATION OF RESOLUTION NO. 659 AUTHORIZING THE EXPENDITURE OF \$767,000 FROM ITS CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS TO IMPLEMENT SEVERAL TECHNOLOGY PROJECTS

Recommendation: “A motion to adopt Resolution No. 659 authorizing the Expenditure of \$767,000 from its CFTN Plan Funds to implement several technology projects.”

6. **CONSIDERATION OF RESOLUTION NO. 660 AUTHORIZING AN AGREEMENT WITH SYRACUSE UNIVERSITY, IN AN AMOUNT NOT TO EXCEED \$313,264, FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE MULTI-COUNTY COLLABORATIVE PSYCHIATRIC ADVANCE DIRECTIVES PROJECT EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025**

Recommendation: “A motion to adopt Resolution No. 660 authorizing the Executive Director to execute an Agreement with Syracuse University, in an amount not to exceed \$313,264 for the development and implementation of the Multi-County Psychiatric Advance Directives (PDAs) effective July 1, 2022 through June 30, 2025.”

7. **CONSIDERATION OF RESOLUTION NO. 661 AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT WITH PRIORITY BUILDING SERVICES, LLC FOR JANITORIAL SERVICES**

Recommendation: “A motion to adopt Resolution No. 661 Authorizing the Executive Director to execute the First Amendment to the Agreement with Priority Building Services, LLC for Janitorial Services.”

MONTHLY STAFF REPORTS

8. **RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT**
9. **DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
10. **LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
11. **SEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
12. **VACANT, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
13. **NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**
14. **KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT**

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

GOVERNING BOARD COMMENTS

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

PUBLIC COMMENT

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

ADJOURNMENT

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, July 20, 2022 at 5:00 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD APRIL 20, 2022 – 5:00 P.M.

The Governing Board held on Wednesday, April 20, 2022 at 5:01 p.m. its Regular Meeting Via Teleconference pursuant to Government Code § 54953, which allows 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 Carder called the meeting to order at 5:01 p.m.

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

GOVERNING BOARD

PRESENT: Robin Carder, City of La Verne, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member
Paula Lantz, City of Pomona, Board Member
John Nolte, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member
Jamie Earl, City of Claremont, Alternate Board Member

ABSENT: Jed Leano, City of Claremont, Chair

STAFF: Jesse H. Duff, Interim 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

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

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

1. CONSIDERATION OF RESOLUTION NO. 646 AUTHORIZING THE IMPLEMENTATION OF TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953 (AB 361)

Recommendation: “A motion to adopt Resolution No. 646 finding and declaring that it is unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Interim Executive Director, or his designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.”

2. APPROVAL OF MINUTES FROM THE MARCH 16, 2022 GOVERNING BOARD REGULAR MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of February 16, 2022.”

3. APPROVAL OF MINUTES FROM THE APRIL 7, 2022 GOVERNING BOARD SPECIAL MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Special Meeting of April 7, 2022.”

4. CONSIDERATION OF RESOLUTION NO. 647 ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITION OF ACCOUNTING TECHNICIAN; AND REVISING THE AUTHORITY’S MASTER CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE APRIL 20, 2022

Recommendation: “A motion to adopt Resolution No. 647 establishing and adding the position of Accounting Technician to the Authority’s Master Classification and Salary Schedule effective April 20, 2022.”

NEW BUSINESS

5. CONSIDERATION TO RE-APPOINT TWILA STEPHENS AND TONI L. WATSON AS MEMBERS TO THE TRI-CITY MENTAL HEALTH COMMISSION

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

There being no comment, Board Member Lantz moved, and Board Member Cockrell seconded, to reappoint Twila Stephens and Toni L. Watson as members to the Mental Health Commission for a three-year term expiring on March 2025. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

Chair Carder commented that Commissioners Stephens and Watson had been serving on the Commission for a while; have done a wonderful job; that she is thrilled that they want to continue to serve as Commissioners; and thanked them for their service.

6. CONSIDERATION OF RESOLUTION NO. 648 AUTHORIZING AN AMENDMENT TO FISCAL YEAR 2021-22 BUDGET BY INCREASING PROFESSIONAL SERVICES IN THE AMOUNT OF \$97,000; AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH EAST VALLEY COMMUNITY HEALTH CENTER (EVCHC) TO PROVIDE COVID-19 TESTING TO TCMHA EMPLOYEES

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

There being no comment, Board Member Vera moved, and Board Member Nolte seconded, to adopt Resolution No. 648 amending the Fiscal Year 2021-22 Budget by increasing Professional Services in the amount of \$97,000; and authorizing the Interim Executive Director to execute the a MOU with EVCHC for COVID-19 testing services. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

7. CONSIDERATION OF RESOLUTION NO. 649 AUTHORIZING AN AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC. FOR THE ACQUISITION OF TEMPORARY PERSONNEL SERVICES, AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE IT

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

There being no comment, Alternate Board Member Earl moved, and Board Member Vera seconded, to adopt Resolution No. 649 authorizing the Interim Executive Director to execute the Agreement with Robert Half International Inc. for the acquisition of temporary personnel services. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

8. CONSIDERATION OF RESOLUTION NO. 650 AUTHORIZING THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CLAREMONT FOR PSYCHIATRIC ASSESSMENT AND CARE TEAM (PACT) COMMUNITY RESPONSE SERVICES

Board Member Vera stated that Chair Jed Leano sent him an email notifying him that the City of Claremont and its staff are supporting this Amendment.

Board Member Lantz expressed support for the Amendment.

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

There being no further comment, Board Member Vera moved, and Board Member Lantz seconded, to adopt Resolution No. 650 Authorizing the Interim Executive Director to execute the First Amendment to the MOU with the City of Claremont for PACT Community Response Services. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

9. CONSIDERATION OF RESOLUTION NO. 651 ADOPTING THE MENTAL HEALTH SERVICES ACT (MHSA) ANNUAL UPDATE FOR FISCAL YEAR 2022-23 AS RECOMMENDED BY TCMHA MENTAL HEALTH COMMISSION

Director of MHSA & Ethnic Services Hundal reported that under the Mental Health Services Act, Tri-City is required to prepare an update of the MHSA Plan annually; that on March 11th, the Plan was posted for a 30-day public comment period, which concluded on April 12th, the same day a Public Hearing for the Plan was held by the Mental Health Commission, which approved it unanimously; that hard copies of the Plan were placed at various Community centers and other public places; that the Plan was shared with stakeholders and others involved via email, posted on Tri-City's website, and on social media sites; that public comment was addressed and shared during the public hearing; and today the Plan was being presented to the Governing Board for its approval and adoption, as recommended by the Mental Health Commission.

Board Member Vera sought clarification regarding the Innovation Plan, pointing out that it indicates that some of the Innovation monies are going to be returned because the proposal was rejected. Director of MHSA and Ethnic Services Hundal explained that last's year proposal was rejected by the Mental Health Services Oversight and Accountability Commission (MHSOAC); however, that Tri-City has another proposed project this year, which is the next agenda item, noting that the monies will not revert if the Innovation Plan is approved by the MHSOAC. Board Member Vera inquired about the reason that last year's Plan was not approved. Director of MHSA and Ethnic Services Hundal indicated that the MHSOAC believes that restorative practices were not innovative enough; that they felt that there were not enough stakeholders involved; and that the Plan was placed last year on the MHSOAC agenda the last day of approval.

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

There being no further discussion, Board Member Nolte moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 651 approving the Authority's MHSA Annual Update For Fiscal Year 2022-23 as recommended by TCMHA MHC. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

Director of MHSA and Ethnic Services Hundal thanked the Governing Board for its approval of the MHSA Plan, noting that it is the hard work of Tri-City's wonderful staff; that it is an entire year's worth of work during the pandemic, at a time when the doors were closing, Tri-City staff were coming in and doing the work; that it was a team effort, and credited Dana Barford for her leadership in putting the Plan together.

10. CONSIDERATION OF RESOLUTION NO. 652 APPROVING THE MULTI-COUNTY COLLABORATIVE PSYCHIATRIC ADVANCE DIRECTIVES (PADs) PROJECT UNDER THE MENTAL HEALTH SERVICES ACT (MHSA) INNOVATION PLAN EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025 AS RECOMMENDED BY TCMHA MENTAL HEALTH COMMISSION

Director of MHSA & Ethnic Services Hundal reported that the PADs project is a Multi-County Collaborative; that it is Tri-City's new proposed Innovation Project; that it is a three-year project; that if approved, it will begin July 1, 2022 through June 30, 2025; that the Plan was posted on March 11th for public comment; that the Mental Health Commission hosted a public hearing and

have recommended this Plan for approval and adoption by the Governing Board; that the Plan was posted on Tri-City's website and social media sites; that hard copies were placed in the different public locations; that public comment was shared during the Mental Health Commission's public hearing; and that consultant Kiran Sahota was in attendance to answer any questions about the project.

Board Member Lantz sought clarification how the project will work.

Kiran Sahota, consultant, stated that PADs, Psychiatric Advanced Directives, have been around since 1990; however, unfortunately, in the state of California they were not recognized. Therefore, part of the process is education and engaging some of those departments, agencies, and community based organizations that will be working with our consumers who will be filling out a PAD, noting that building relationships with law enforcement, hospitals, and within staff in behavioral health departments, is necessary to work with our consumers and to create a base in which the PADs will be completed. She explained that current PADs forms are from 15 pages to 35 pages, thus it is critical to utilize peers and consumers to identify what is the most important aspects that need to be in a PAD should there be a crisis; and that the innovative idea of this project is the technology platform which will give us the ability to have PADs; that it will allow the PAD to follow individuals anywhere, and if they should have a crisis, their information is easily accessible.

Director of MHSA Hundal stated that the PAD form is filled out when clients are not in a crisis, in front of a social worker or an attorney, noting that it is similar to an advanced medical directive; and that it can potentially be an important de-escalation tool for police and mental health staff because it will serve as an essential piece of communication, when someone may not be in a condition to communicate clearly during a crisis. Consultant Sahota stated that part of the innovation aspect is also identifying how best to access it, pointing out that those questions will be for law enforcement, hospitals, and peers; and by taking into consideration the voice of the consumers, peers, family members, and law enforcement, it will help build a really strong project.

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

There being no further discussion, Board Member Nolte moved, and Board Member Cockrell seconded, to adopt Resolution No. 652 approving the Multi-County Psychiatric Advance Directives (PDAs) Project under MHSA Innovation Plan effective July 1, 2022 through June 30, 2025, as recommended by the Mental Health Commission. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

11. CONSIDERATION OF EXTENDING AGREEMENT WITH EIDE BAILLY FOR AUDIT SERVICES FOR FISCAL YEARS ENDING JUNE 30, 2022, AND 2023, IN THE AMOUNT OF \$36,428 PER YEAR, RESPECTIVELY

Diana Acosta reported that management is requesting an extension of the contract for audit services; that during this time of transition, staff would like to have the ability to postpone going through a RFP (Request For Proposals) process until we get past some significant projects, noting that staff is not up against a deadline, and would be ready on time to prepare a RFP should the Governing Board decide against a contract extension.

Vice-Chair Carder expressed support for extending the contract for audit services, noting that she had worked with Chief Financial Officer Acosta the last time a RFP was issued for audit services, and it was a long process and a lot of work; thus she understand the pressure at this time.

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

There being further comment, Alternate Board Member Earl moved, and Board Member Cockrell seconded, to authorize extending the Agreement with Eide Bailly for Audit Services for Fiscal Years Ending June 30, 2022, and 2023 and directed staff to prepare the Amendment for Board approval at its May 18, 2022 meeting. The motion was carried by the following vote: AYES: Alternate Board Member Earl; Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; and Vice-Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

MONTHLY STAFF REPORTS

12. JESSE H. DUFF, INTERIM EXECUTIVE DIRECTOR REPORT

Interim Executive Director Duff reported that the Governing Board is up-to-date on the Executive Director Recruitment Process; that there had been three new hires and March, and there are about 10 pending offers for employment, and hopefully 8 of those will be hired.

Board Member Vera inquired if Interim Executive Director Duff, while he was here at Tri-City, he was attending any of the county behavioral association meetings.

Interim Executive Director Duff replied in the negative, and stated that when he receives those communications, he forwards them to the executive team, and that depending on the subject matter for any of those particular meetings, one or more members of the executive team attend those meetings.

Board Member Vera inquired about the new proposed legislation CARE Court Act, stating that he noticed that the behavioral association directors are not supporting this.

Director of MHSA & Ethnic Services Hundal stated that she still studying the bill because it is moving very fast; that there is opposition because there is going to be a cost associated with this; also, because there are staffing shortages, and counties will not be given more money to implement this program. She added that staff received today a notice about a meeting taking place tomorrow about said program.

Chief Clinical Officer Renteria added that that there is a lot of opposition from disability rights organizations; while CBHDA is supporting it, they are making really specific proposal changes such as asking the fiscal support for the implementation at the county level, and removing the proposed sanctions.

Board Member Vera encouraged Board Members to read a LA Times article about this legislation which now has been carved out into two pieces, noting that it will affect Tri-City clients if it gets adopted; and commented that NAMI is in support of this because they believe that it is needed.

Board Member Lantz stated that if this legislation is moving along fast, she recommended that a summary update be provided to the Board before next Board's meeting of what staff has learned.

13. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta reported that Tri-City received roughly \$700,000 in Realignment growth, which was absolutely not expected this year; that progress on the electrical upgrade at one of our buildings is substantially complete, and that the Community Garden upgrades still under City review, and after approved, then a RFP can be issued to select the contractor to complete the project.

Board Member Vera inquired where are the \$700,000 allocated in the budget. Chief Financial Officer Acosta replied that these monies are general fund realignment; thus, they are included in the general fund to continue to support staffing and operations in general; and that staff continues to monitor what we have, to ensure that we have sufficient funds to take us through the next year.

14. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria reported that staff has began preliminary discussions regarding how to move forward with the grants approved; that staff is performing due diligence with the stakeholders, noting that staff has met with law enforcement from each of the three cities and all school districts to get input from their organizations, their staff, students, and family members. She then thanked again the Governing Board for approving salary changes because folks now are getting interested and are applying to work for Try-City, which is very encouraging and it will be great for our Community.

Board Member Carder thanked Chief Clinical Officer Renteria for what she is doing because it is very important to get back into those schools, pointing out the emotional strain that kids of all ages have been subjected to.

15. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Dr. Teimoori reported that the behavioral health integration is one of the most important developments that we are trying to achieve in Tri-City; that because of our resources are limited, we have been trying to expand our collaboration with different medical agencies in our community, noting that we have been successful with the Pomona Valley Family Medicine Residency Program, which already has the street medicine program and staff is trying to expand outpatient and more targeting services like hormone therapy for transgenders and covering the most serious cases; and hopefully that is going to help train better primary care physicians, which can serve our community more confidently when attending clients suffering with a mental illness.

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

Director of MHSA & Ethnic Services Hundal reported that Tri-City's new DEA Coordinator is busy with the various advisory councils and is currently working on creating a new advisory council for Native Americans, pointing out that she is also working on developing a flyer that is culturally relevant to the community. She then stated that the Wellbeing Grants applications were due on April 1st and 36 applications were received; that applications are being reviewed today and tomorrow; that the interviews will be scheduled on May 11th and 12th; that this year's budget is 80,000 for the grants; that the maximum grant award is up to \$10,000. She then talked about staff preparing for Mental Health Awareness month in May, noting that there will be various activities regarding stigma reduction, which will be posted on Tri-City's website and social media.

17. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart reported that staff is continuing to make good and steady progress on the EHR transition; that currently the best practices team within this project is analyzing testing and adapting every single workflow that we have involved in clinical operations and service provisions, to ensure there is no gap or breaking services, noting that this takes a large amount of effort and work.

Board Member Vera commented that Chief Compliance Officer Major-Stewart has always been in the background in terms of her responsibilities, and inquired that if she has to produce reports regarding what she does every month when Tri-City is reviewed by State and Federal Government.

Chief Compliance Officer Majors-Stewart indicated that there are several different reports; and explained that there are triannual reviews and that Tri-City will have this year a trial or review in September, along with LA County; that Tri-City reports monthly data to the State and the County, pointing out that they are auditing what we are doing regularly. She explained when she mentions that Tri-City is on track with network adequacy, or monitoring our access to care, these are the things that they are auditing regularly.

Board Member Vera stated that it might be helpful that Chief Compliance Officer Majors-Stewart provide information to the Governing Board about compliance responsibilities and what Tri-City does as a public agency for reporting and getting paid, noting that he is aware that if we are out of compliance, we do not get reimburse for services.

Vice-Chair Carder directed Interim Executive Director Duff to determine when it will be an appropriate time for Chief Compliance Officer Majors-Stewart to spend time in preparing information and present to the Board.

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

18. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT

Chief Information Officer Riomales stated that staff is 'knee deep' with the Cerner implementation, noting that staff hit a major milestone and completion of the super user training; that this training is essentially the introduction of the system from a much more in-depth perspective to the super users within the Agency; that up until that point, it was only the core team which had been interacting with Cerner and going through the implementation setup configuration. He reported that staff attended extensive training for multiple full days, which was quite extraordinary and commended those staff members who attended the training and at the same time balanced their existing workflows; that the next step is making sure that the built is completed, allowing Tri-City to be compliant with our data regarding documentation is concerned.

Vice-Chair Carder opened the meeting for public comment; and there was no public comment.

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

GOVERNING BOARD COMMENTS

Board Member Vera announced that NAMI has its annual fundraiser called NAMI Walks which is scheduled on May 21st, noting that in the past Tri-City staff have been active volunteers for this event; and encouraged staff to contact Christina Vera who is helping organize the event for NAMI Pomona Valley.

Director of MHSA & Ethnic Services Hundal indicated that Wellness Center staff customarily takes the lead on behalf of Tri-City for the NAMI Walks, pointing out that transportation is provided for volunteers to go there; however, she will first find out if staff can participate since we are regulated by CalOSHA, but definitely would contact Christina Vera.

Alternate Board Member Earl shared that she is the Assistant City Manager for Claremont and that today she attended the meeting on behalf of Chair Jed Leano. She then confirmed that the Claremont City Council approved the PACT MOU Amendment to split the cost of the program with Tri-City; and thanked the Governing Board for its action; that she is aware that the Claremont Police Department, the City Council, and the City as a whole are proud, appreciative, and excited to see this program continue.

PUBLIC COMMENT

Christina Vera commented that she hopes that Tri-City can work something out for the NAMI Walks; and then shared that in Claremont there is a proposed supportive housing project in partnership with Jamboree and the Pilgrim Place, and expressed sadness because the project has received a lot of opposition.

Board Member Lantz commented that this kind of project would be presented to the Planning Commission or to the City Council, if people were needed to speak in support, there are resources within Tri-City that would be able to assist.

Director of MHSA & Ethnic Services Hundal indicated that she and Chief Clinical Officer Liz Renteria will be attending a community meeting on May 10th, hosted by Jamboree; and that she also spoke with Chair Jed Leano to inform him that Tri-City would make the Wellness Center programming available for this project, noting that there is much more to discuss. Chief Clinical Officer Renteria added that Housing Manager Mary Monzon will also be attending said meeting.

Board Member Vera inquired if Jamie Earl will also attend the meeting. Alternate Board Member Earl replied in the affirmative.

ADJOURNMENT

At 6:00 p.m., on consensus of the Governing Board its meeting of April 20, 2022 was adjourned. The Governing Board will meet next in a Regular Joint Meeting with the Mental Health Commission to be held on Wednesday, May 18, 2022 at 5:00 p.m. via teleconference due to the COVID-19 pandemic, pursuant to Government Code §54953.



MINUTES

GOVERNING BOARD / MENTAL HEALTH COMMISSION REGULAR MEETING MAY 18, 2022 – 5:00 P.M.

The Governing Board and the Mental Health Commission held on Wednesday, May 18, 2022 at 5:01 p.m. its Regular Joint Meeting Via Teleconference pursuant to Government Code § 54953, which allows 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 Leano called the meeting to order at 5:01 p.m.

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

GOVERNING BOARD

PRESENT: Jed Leano, City of Claremont, Chair
Robin Carder, City of La Verne, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member
Paula Lantz, City of Pomona, Board Member
John Nolte, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member (joined at 5:03 p.m.)

ABSENT: None.

MENTAL HEALTH COMMISSION

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 (joined at 5:16 p.m.)

ABSENT: Clarence D. Cernal
Isabella A. Chavez
Nichole Perry
David J. Weldon

STAFF: Jesse H. Duff, Interim 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
Kitha Torregano, HR Manager
Mica Olmos, JPA Administrator/Clerk

PRESENTATION

Chair Leano announced that a film called “*Monsters of Mental Health*”, which will be the subject of an award given at Mountain View Elementary on Tuesday the 24th; will be presented today.

The film “*Monsters Of Mental Health*” was shown, which was produced by Emma Pineda, Ella Castro, Madison Mendez, Avery Kurera, and Cianna Sanchez, students of Mountain View Elementary in the Claremont Unified School District; under the Category “Walk In Our Shoes.”

Chair Leano stated that he was really proud to have Madison Mendez join this meeting, and congratulated her on her award winning film.

Board Member Ontiveros-Cole indicated that she is a Pomona Council Member representing District Four, and congratulated Madison Mendez and commend her for making a video that is very important because there are a lot of kids that are going through anxiety, especially post COVID, pointing out that this is a wonderful way to help other students and thanked her for the video.

Board Member Cockrell stated she was an elementary school counselor in the Benita School District, and inquired if the film will be available to be utilized for our student population.

Madison Mendez indicated that the film could be found in the ‘Directing Change’ website.

Chief Information Officer Riomales placed the video link on the chat for anybody wishing to look at it later on.

Discussion ensued regarding the development and production of this video.

Board Member Vera concurred that this is very important video for our schools and encouraged that it be shared with other schools in our area that we serve; and thanked Madison Mendez and her fellow students for doing this.

Vice-Chair Carder commended Madison Mendez for being brave by producing this video because it takes a lot for us to step forward with our thoughts and how we are feeling, and noted that by she doing this, she will change the lives of many other students her own age. She then stated that she is also the Chair of a youth and family organization in La Verne, and inquired if she can also share the video with them to reach out to High School and Middle School students, and thanked her for putting herself out there and letting us see this video.

MHC Chair Henderson thanked Madison Mendez for a wonderful video, noting that we can promote the use of the video with our various groups in Pomona’ Promise and throughout.

Board Member Nolte thanked Madison Mendez for the video, and pointed out that the Board has control over a lot of the services and funding that goes for mental health in this region, and asked Madison if she could share one thing that she thinks the Board is not aware about mental health in persons her age.

Madison Mendez shared that a lot of kids her age, including her, sometimes hide stuff and will say that they are fine when they are not.

Board Member Nolte stated that her video brought that up quite a bit, thanked her, and also expressed appreciation for her doing that.

At 5:13 p.m., Commissioner Twila Stephens joined the meeting.

MENTAL HEALTH COMMISSION

1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF APRIL 12, 2022

There being no comment, Vice-Chair Ryback moved, and Commissioner Reyes seconded, to approve the Minutes of the April 12, 2022 Mental Health Commission Regular Meeting. The motion was carried by the following vote: AYES: Board Member Liaison Cockrell; Commissioners Reyes, Stephens; Vice-Chair Ryback; and Chair Henderson. NOES: None. ABSTAIN: Commissioner Villanueva. ABSENT: Commissioners Cernal, Chavez, Perry, Weldon, and Watson.

CONSENT CALENDAR - GOVERNING BOARD

Chair Leano pulled Agenda Item No. 3, the Minutes of April 20th; which will be brought forth for approval at the Governing Board Meeting in June. He then opened the meeting for public comment. Gilbert Saldate congratulated Rimmi Hundal on her new position.

At 5:16 p.m., Commissioner Tony Watson joined the meeting.

There being no further comment, Vice-Chair Carder moved, and Board Member Nolte seconded, to approve the Consent Calendar. The motion was carried by the following vote, with Board Member Lantz abstaining from approval of Items Nos. 4 and 5: AYES: Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Carder; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

2. CONSIDERATION OF RESOLUTION NO. 653 AUTHORIZING THE IMPLEMENTATION OF TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953 (AB 361)

Recommendation: “A motion to adopt Resolution No. 653 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Interim Executive Director, or his designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.”

AGENDA ITEM NO. 3 WAS PULLED FROM THE AGENDA.

4. APPROVAL OF MINUTES FROM THE APRIL 26, 2022 GOVERNING BOARD SPECIAL MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Special Meeting of April 26, 2022.”

5. APPROVAL OF MINUTES FROM THE MAY 3, 2022 GOVERNING BOARD SPECIAL MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Special Meeting of May 3, 2022.”

6. APPROVAL FOR THE E-RECYCLING OF OBSOLETE OR DAMAGED I.T. EQUIPMENT

Recommendation: “A motion to approve the e-recycling of the obsolete or damaged I.T. equipment as listed on the I.T. Equipment List for Disposal-May 2022.”

CONTINUED BUSINESS – GOVERNING BOARD

7. CONSIDERATION OF RESOLUTION NO. 654 AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE AUDITING SERVICES AGREEMENT WITH EIDE BAILLY THROUGH FISCAL YEARS ENDING JUNE 30, 2022, AND 2023, IN THE AMOUNT OF \$36,428 PER YEAR, RESPECTIVELY

Chief Financial Officer Acosta stated that at its last month’s meeting the Governing Board authorized management to extend the agreement with our existing audit firm Eide Bailly for auditing services for an additional two years; and that accordingly, staff is recommending that the Governing Board authorize the Interim Executive Director to execute the Amendment.

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

There being no further comment, Board Member Vera moved, and Board Member Cockrell seconded, to adopt Resolution No. 654, authorizing the Interim Executive Director to execute the First Amendment to the Agreement with Eide Bailly, LLP through Fiscal Year ending June 30, 2023. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Carder; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

NEW BUSINESS – GOVERNING BOARD

8. CONSIDERATION OF RESOLUTION NO. 655 AUTHORIZING AN EMPLOYMENT AGREEMENT WITH RIMMI HUNDAL FOR EXECUTIVE DIRECTOR POSITION WITH AN ANNUAL BASE SALARY OF \$243,895.69 EFFECTIVE MAY 30, 2022

Interim Executive Director Duff reported that during the last six months, Tri-City conducted a very extensive search for the next executive director of Tri-City Mental Health Authority; that it was and

exhaustive process in which input was received the public, stakeholders, Tri-City staff and executive team, the Mental Health Commission, and the Governing Board Members; that the search was quite extensive and after two rounds of interviews by the Governing Board, Rimmi Hundal was selected as the next Executive Director; that the proposed employment contract has been negotiated for the Board's consideration.

Tri-City Counsel Pieper stated that the agreement is virtually identical to the agreement with the prior executive director, except for the compensation figures, the dates and times.

Vice-Chair Carder pointed out that that the signature block needed to be updated to reflect Board Chair Leano, and to include new Tri-City's logo; however, the content is correct.

Chair Leano opened the meeting for public comment.

Dana Barford, Tri-City's MHS Projects Manager, congratulated Rimmi Hundal, noting that she has known her for 20 years and that she was her supervisor; and expressed excitement to see how she has come along, and being a very consistent presence, demonstrating respect for staff and very encouraging ideas from everyone, and said that she is optimistic and looking forward to where the agencies going to go.

Gilbert Saldate congratulated Rimmi Hundal and congratulated the Governing Board for its very wise decision, noting that he is looking forward to hearing a lot of great things from Tri-City.

Board Member Vera echoed Interim Executive Director Duff's comments and stated that he is very confident that Rimmi Hundal is the right person for this agency at this time. He then said he wants to meet with her to promote Tri-City to Pomona Valley Hospital and other healthcare leaders in this community, and to introduced her to the City of Claremont as the Community representative, and extended his best wishes to her.

MHC Vice-Chair Ryback congratulated Rimmi Hundal and shared that the recruiting firm took their feedback into consideration, noting that she could not be happier for her our community.

Christina Vera, on behalf of NAMI Pomona Valley, congratulated Rimmi Hundal, all of Tri-City, and the new leadership; and stated that she looks forward to the continued good practices and to the evolution of new and emergency practices.

Chair Leano thanked all of his Board Member colleagues for an outstanding process, pointing out that everyone worked really hard in vetting the entire pool of applicants; that because they put in so much energy and investment in the vetting of the applicant pool, he has absolutely no doubt that the person selected as our executive director is the right person to lead this agency; and congratulated Rimmi Hundal, stating that he is looking forward to working with her.

JPA Administrator/Clerk Olmos reported that several staff extended their congratulations in the chat room to new Executive Director Rimmi Hundal.

There being no further comment, Board Member Lantz moved, and Vice-Chair Carder seconded, to adopt Resolution No. 655 authorizing the Employment Agreement with Rimmi Hundal for Executive Director position with a base salary of \$243,895.69 beginning May 30, 2022. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Nolte,

Ontiveros-Cole, and Vera; Vice-Chair Carder; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

Rimmi Hundal expressed that she was truly honored to be where she is today, and thanked the Governing Board for its support and promised that she will serve our communities with her full dedication and hard work.

9. CONSIDERATION OF RESOLUTION NO. 656 AUTHORIZING CONSULTANT AGREEMENT WITH JESSE H. DUFF FOR TEMPORARY, LIMITED TERM MANAGEMENT SERVICES IN AN AMOUNT OF \$22,144

Interim Executive Director Duff reported that the Governing Board had expressed an interest in having him stay to ensure there is a seamless and smooth transition with Rimmi Hundal as the new executive director; that he is proud to do that; and that the agreement is for two additional months beginning on May 30th through the end of July, wherein he will be in the office two days per week.

Vice-Chair Carder shared that she has known Mr. Duff for a long time; that he has been a wonderful city manager and continues to serve as an interim for a lot of our cities; that she is thrilled that he is willing to stay and guide Rimmi Hundal. She then shared his personal attributes that are helpful to our organization.

Director of MHSA & Ethnic Services Hundal shared that she was recruited by Jesse Duff for the job she previously had; that he has served as her mentor throughout the years; that she has learned so much from him; that she is looking forward to continuing to work with him; and thanked him for staying on.

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

Chair Leano thanked Mr. Duff for leading the Governing Board through the transition; that Mr. Duff was given a deadline, he met it and delivered, pointing out that he did a fantastic job guiding the Board through it.

There being no further comment, Board Member Nolte moved, and Board Member Vera seconded, to adopt Resolution No. 656 authorizing the First Amendment to the Agreement with Jesse H. Duff for temporary, limited term management services in the approximate amount of \$22,144. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Carder; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

10. CONSIDERATION OF RESOLUTION NO. 657 AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN ADDENDUM TO THE SOFTWARE SERVICES AGREEMENT WITH WELLIGENT FOR ONE-YEAR FOR AN AMOUNT NOT TO EXCEED OF \$115,266 EFFECTIVE JUNE 18, 2022

Chief Information Officer Riomales reported that Tri-City is currently underway with the EHR implementation, noting that there are very few projects that are larger or more impactful than an enterprise EHR or implementation for any organization; that during our process of implementing this new product, there are many things for consideration and one being considering is

maintaining our continuum of care and our ability to serve the needs of our clients; that during this time, extending our Welligent contract will allow us to maintain that level of service, avoid the risk of not having the historical data or accessibility to properly document our clients during our implementation, and prevent having the inability to provide appropriate services because of lack of documentation; and that staff is asking for the approval to extend the agreement with Welligent to give us the ability to be more feasible with our documentation.

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

There being no further discussion, Board Member Nolte moved, and Vice-Chair Carder seconded, to adopt Resolution No. 657 authorizing the Interim Executive Director to execute an Addendum to the Software Services Agreement with Welligent in the approximate amount of \$115,266 for one year effective June 18, 2021. The motion was carried by the following vote: AYES: Board Members Cockrell, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Carder; and Chair Leano. NOES: Board Member Lantz. ABSTAIN: None. ABSENT: None.

MONTHLY STAFF REPORTS

11. JESSE H. DUFF, INTERIM EXECUTIVE DIRECTOR REPORT

Interim Executive Director Duff reported that we are making headway with adding staff, as there were seven new hires and three separations in April; and that we are trending in the right direction, and expressed being hopeful that it is going to get better in the months ahead.

12. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta reported that the finance department is currently heavily involved in assisting and supporting the implementation of the new Electronic Health Record; and that they were working also on the budget and preparing for the financial audit.

Board Member Vera referred to the CalAIM update included in the monthly report and inquired if she was able to see other costs surveys that other counties have submitted to the State as a compass, to find out whether we are in the range when this new billing program is in operation in January.

Chief Financial Officer Acosta replied in the negative, noting that we do not have access to that information; however, staff has asked that they provide additional information; that at this time there are more questions than answers; and that staff is continuing to engage in all of the monthly meetings to find out if there are any additional updates.

Director of MHSA & Ethnic Services Hundal shared that the CBHDA is collecting the rates from all the counties and they are going to compile a report together and then advocate on behalf of the counties.

13. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria shared that in response to the news that are coming out, we are expecting more youth and young adults to experience mental health issues; that as a result of the pandemic, we engage our staff in a training module called the transition towards independence

program or process which is as a way to learn techniques to engage youth and young adults in their mental health care and to help them with future's planning about becoming successful while transitioning to adults; that approximately 50 of our staff members were trained in the first part of that program in April; that the second part of the training will occur in June; that the feedback from staff is it's been very helpful; that we continue to trend in a positive direction for staffing, and it is anticipated that we will have a full staff roster in the summer and be able to continue the higher level of care that we have been providing prior to the staffing issues we experienced during the pandemic.

14. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Dr. Teimoori reported that he provided data on the services provided during the month of April and was happy to answer any questions about said data.

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

Director of MHSA & Ethnic Services Hundal announced that May is mental health awareness month and AAPI (Asian American Pacific Islander) Heritage month. She then talked about the CARES Court and its impact on Tri-City which includes sustainable funding; staffing shortage, sanctions, and the lack of housing availability; she explained that counties had hoped that the governor would have some implementation funding at its May revised budget; unfortunately, that did not happen; that there is staffing shortages around the state in mental health; that the lack of available housing is an impact because housing is a part of CARE Court; and there will be sanctions if we are unable to provide the care within the time limit that is provided to us, noting that the requirement is two weeks for engagement in treatment and sometimes it takes us longer than two weeks to engage a client to come into treatment or even to talk to us; that CBHDA is advocating on behalf of counties for the State to take the sanctions away because it is \$1 million per day which is a high amount; that there is more information to come and she will keep the Board posted. She then provided the history of how and when AAPI heritage month was adopted; reported that the Native American Council is under development; that ADELANTE! hosted a webinar for targeting monolingual Spanish speakers and supporting reducing stigma in the Latin community; that for mental health awareness month of the stigma reduction campaign did various events in the Community in various schools and colleges and community locations; and that the Wellness Center hosted another job fair.

MHC Vice-Chair Ryback sought clarification regarding the CARE Court. Director of MHSA & Ethnic Services Hundal stated that it is a proposed framework, but it is not going to be a part of legislation, rather it will be included in the Governor's may revise budget, pointing out that if the budget is approved, then the CARE Court will get approved with the budget; that there is no funding for mental health because there is an assumption that counties have enough money to implement this; that under CARE Court, Tri-City will be also required to take care of privately insured clients, without the ability to get reimbursed from private insurances; and that it has not been much talk about it because it has moved so fast within the last month. MHC Vice-Chair Ryback commented that it seems like a heavy lift under this framework. Director of MHSA & Ethnic Services Hundal concurred.

Board Member Vera commented that MHC Vice-Chair Ryback plays an important role model in the Pomona Valley Hospital, and they both will have to follow up when this rolls out because it is going to have a huge impact you at the emergency department.

16. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart started that in this month's report, she wanted to more clearly demonstrate how compliance and quality are interconnected with the EHR project; that she wanted to illustrate how the best practice team is working to build the framework for the future on how compliance and quality will be upheld with every data element and every piece of documentation action that is entered by staff; that it will go from the point of service requests through discharge and every action in between, and also from the point of service to the point of service claim, which is how we get our funding; that she will be providing in the near future a reintroduction and overview of the best practices division and how quality and compliance have evolved over the years.

17. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT

Chief Information Officer Riomales stated that the framework, or the target, with regards to interoperability and data exchange as it relates to CalAIM and other related programs, is starting to take a little shape as far as Tri-City is concerned and we are getting a better sense of what our capabilities and requirements are going to be, noting that we may be the beneficiaries of not qualifying for one of the aspects of data exchange; however, there is still a lot of work being done, and a lot of discussion underway on a State level to finalize the ruling around data exchange; that Tri-City should be compliant based on the preliminary information that has been shared; and that a final update will be provided when it is confirmed what will be required of us.

Vice-Chair Carder expressed happiness for Mr. Riomales being part of Tri-City staff and having a part of our meetings, noting that he keeps the meetings run smoothly with the calls and who has their 'hands' raised, since Mica has got so much going on such as taking Minutes; and expressed appreciation for what he has done; she then inquired how can she view the video presented earlier.

Chief Information Riomales indicated that he placed the link in the chat room and will place it again so that it is in the forefront.

Chair Leano asked JPA Administrator/Olmos to share the video link via email with the Board and the Commission.

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

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

GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS

Vice-Chair Carder congratulated Rimmi Hundal for being selected Tri-City's Executive Director, noting that over the last 13 years, she has watched Ms. Hundal grow and grow; expressed appreciation for Ms. Hundal always answering questions with a smile; and commented that she is especially happy and content that her very last major action as a board member was hiring Ms. Hundal as Executive Director.

Director of MHSA and Ethnic Services Hundal thanked Vice-Chair Carder for her comments and reiterated that she is truly honored to be here; and that she will continue to do the work that she has done in the last 13 and a half years.

Commissioner Reyes reported that public housing waiting list for older adults is open until June 30th offered by the county development authority for persons over the age of 62, and more information is at lacda.org; that she is a member of the institutional review Board for Pacific Clinics and it merged with Uplift family services, will be covering 17 counties and it will be the largest community health agency in California; and that in the last month's MHC Minutes it was written that Faith plays an important role in many of our clients lives, thus, she shared an article in the LA Times dated May 14th, titled "Patron Saint of Mental Health Is having a Renaissance."

Board Member Nolte congratulated Rimmi Hundal and echoed everyone's comments; and stated that she can be confident that she build a real competitive field; and that he is confident that she is the right person for the job and he looks forward to that. He then inquired when it would be Vice-Chair Carder's last day serving on the Governing Board.

Vice-Chair Carder it will be June or possibly July if the election is certified at the end of July.

Board Member Vera commended Commissioner Reyes for helping clean up.

Commissioner Reyes thanked Board Member Vera for his comment, noting that she tries to do it clandestinely.

Board Member Vera inquired if there is a possibility to hold the June meeting in-person.

Tri-City Counsel Pieper stated that the Governing Board cannot make a decision at this time; however, the Chair and the Executive director can decide whether or not the meeting is virtual or in-person.

Interim Executive Director Duff reported that as a health care agency, Tri-City is governed by CalOSHA, which its directives may be different from what the cities are required to comply with; and noted that protocols for the coronavirus are under review and that this time we are not in a position to go to in-person meetings.

Chair Leano directed staff to find out if there anything prohibiting Tri-City from conducting the meeting at one of our member agencies facilities, like a Community Center or City Hall.

Tri-City Counsel Pieper indicated that the only limitation is that it has to be within one of the three cities.

PUBLIC COMMENT

Christina Vera stated that she appreciates rules and regulations, but when it comes to celebrating the transition to new leadership for Rimmi Hundal, she encouraged the Board Members and the Commission to celebrate in-person.

ADJOURNMENT

At 6:08 p.m., on consensus of the Governing Board and Mental Health Commission, its Joint Meeting of May 18, 2022 was adjourned. The next Regular Meeting of the Mental Health Commission will be held on Tuesday, June 14, 2022 at 3:30 p.m. via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953. The next Regular Meeting of the Governing Board will be held on Wednesday, June 15, 2022 at 5:00 p.m., via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953.

Micaela P. Olmos, JPA Administrator/Clerk

DRAFT



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

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority

**FROM: Rimmi Hundal, Executive Director
Kitha Torregano, Human Resources Manager**

SUBJECT: Consideration of Resolution No. 658 Adopting Revised Job Description for the Director of Mental Health Services Act and Ethnic Services Position Effective June 15, 2022

Summary:

With the Governing Board's recent appointment of Executive Director at the May 2022 Governing Board meeting, my promotion to Executive Director has left a vacancy in my former position of Director of Mental Health Services Act (MHSA) and Ethnic Services which oversees the MHSA Department. Before Tri-City moves to conduct a formal advertisement and recruitment for this vacant Director position, we have identified necessary revisions to the current Director of MHSA and Ethnic Services job description, which was last revised on June 17, 2015.

Background:

Attached to this Agenda Report is the edited and final versions of the Director of MHSA and Ethnic Services job description, which was reviewed and analyzed for comparison with like-agencies and job duties by Koff and Associates. Koff and Associates is the agency that the Governing Board approved Tri-City to contract with for its classification and compensation services. One of Koff and Associates contracted tasks is to review our Tri-City job descriptions and provide a draft with recommended changes. Their recommended revisions are presented here as attached effective June 15, 2022 with Governing Board approval. Currently, there are no recommended salary changes for this position. This position shall remain on its current pay grade, S9, \$118,082.92 - \$188,932.66 annually.

Fiscal Impact:

Position is provided for in the current Fiscal Year 2021-22 budget and are funded using both MHSA and 1991 Realignment funds.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 658 approving the revised job description for the Director of Mental Health Services Act and Ethnic Services position.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 658 Adopting Revised Job Description for the Director of
Mental Health Services Act and Ethnic Services Position Effective June 15, 2022
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Attachments:

Attachment 3-A: Resolution No. 658 – DRAFT

Attachment 3-B: Director of MHSA and Ethnic Services Job Description - Effective
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Attachment 3-C: Director of MHSA and Ethnic Services Job Description - ANNOTATED

RESOLUTION NO. 658

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING REVISED JOB DESCRIPTION FOR THE DIRECTOR OF MENTAL HEALTH SERVICES ACT AND ETHNIC SERVICES POSITION

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 revise the job description for the Director of Mental Health Services Act (MHSA) and Ethnic Services position to reflect more accurately current job responsibilities.

B. A class and compensation review of Director of MHSA and Ethnic Services position classification was conducted in order to establish the appropriate pay grade and job description.

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

2. Action

The Governing Board approves revising the job description of Director of Mental Health Services Act and Ethnic Services position, which current annual pay grade shall remain as follows:

Director of MHSA and Ethnic Services	\$118,082.92 - \$188,932.66	S9
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3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



DIRECTOR OF MENTAL HEALTH SERVICES ACT AND ETHNIC SERVICES

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

FLSA STATUS: Exempt

DEFINITION:

Under administrative direction, plans, organizes, directs, manages, and coordinates all functions and activities of the Mental Health Services Act (MHSA) programs and reporting systems; develops and coordinates the planning process for new MHSA funding streams as they become available; plans, organizes, directs, and evaluates the cultural competency activities of the Authority as the Ethnic Services Director; formulates departmental policies, goals, and directives; provides highly responsible and complex professional assistance to the Executive Director in areas of expertise; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the Executive Director. Exercises direct supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

DISTINGUISHING CHARACTERISTICS:

This is a department director classification that oversees, directs, and participates in all activities of the MHSA programs and ethnic services, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the Executive Director in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, Authority functions and activities, including the role of the Governing Board and Mental Health Commission, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering the Authority's mission, goals and objectives within general policy guidelines.

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

- Assumes full management responsibility for all Authority MHSA programs, services, and activities and plans; areas of responsibility include community services, prevention and early intervention, workforce education and training, innovation and capital facilities and technology planning.

ATTACHMENT 3-B

Revised 06/15/2022
Page 1 of 5

- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for MHSA programs; establishes, within Authority policy, appropriate budget, service, and staffing levels.
- Collaborates with Finance and Operations Departments in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments, as necessary.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and Authority needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Monitors legal, regulatory, technology, and societal changes and court decisions that may affect the work of the department; analyzes and prepares recommendations on proposed legislation; interprets and disseminates State policy and regulations pertaining to MHSA; determines equipment acquisition, training programs, and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner; oversees, maintains, and revises reports, amendments, and programmatic changes for State approval.
- Oversees and coordinates activities and processes for the annual MHSA plan updates including the Integrated MHSA Plan; participates in the development of work products necessary for all phases of MHSA planning, implementation, and annual updates including the Integrated Plan; works with Best Practices on establishing and reporting outcomes for all MHSA programs.
- Oversees MHSA community planning process and Authority innovation plans; conducts consumer meetings and builds solid working relationships with various stakeholders; guides stakeholder process to assess community needs and develop new projects; makes informational presentations to the public.
- Develops, implements, and evaluates strategies to achieve a culturally competent system of care; oversees the Cultural Inclusion and Diversity committee; identifies behavioral health needs of ethnically and culturally diverse populations as they impact the Authority's system of care; makes recommendations to the Executive Team; coordinates and promotes quality and equitable care.
- Serves as liaison with other community, private, and public agencies, commissions, and stakeholders, including the California Institute of Behavioral Health and Mental Health Services Oversight and Accountability Commission, concerning the community's services and program needs; directs and participate in advertising and outreach for MHSA programs.
- Develops and implements the Authority's Cultural Competency Plan; oversees and coordinates training and development of staff regarding issues of cultural competence.

- Assigns special management studies and administrative tasks to subordinate personnel; prepares and approves various grants, reports, and documents for the management team or Executive Director.
- Attends regional and state meetings related to MHSA and Cultural Competency planning and implementation; stays abreast of new trends and innovations in the areas of responsibility.
- Ensures staff observe and comply with all Authority and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS:

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

Education and Experience:

Education: Equivalent to a master's degree from an accredited college or university with major coursework in public administration, business administration, psychology, marriage and family therapy, social work, or a related field.

Experience: Three (3) years of management experience in health services administration, mental health, local government, or related field with emphasis in policy and program planning within health or mental health.

Licenses and Certifications:

- Possession of a valid California Driver's License, a satisfactory driving record, and a properly registered and insured vehicle, to be maintained throughout employment.

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and practices of strategic plan development.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Health policy issues and planning approaches.
- Principles of financial administration, including public budgeting, reporting and management of budgets.
- Principles of research, analysis, and report preparation.

- Principles and practices of wellness and recovery and cultural competency in accordance with MHSA.
- Social, emotional, and behavioral aspects of mental disorders and illness.
- Principles and practices of direct client service delivery.
- Principles of behavioral health education.
- Cultural, social, and environmental factors and influences affecting behavioral health.
- Community and governmental services and resources.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility, including the Health Insurance Portability and Accountability Act (HIPAA).
- Authority and mandated safety rules, regulations, and protocols
- Techniques for providing a high level of customer service, interacting and effectively dealing with the public, community based organizations and service providers, stakeholders, and Authority staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the Authority and the Department
- Represent the Authority's mental health services in a variety of meetings.
- Analyze and interpret factual data and a variety of administrative issues; make sound policy and procedural recommendations; implement effective solutions; and prepare complex reports.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the Authority in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Understand scope of authority in making independent decisions.
- Effectively utilize community resources to assist clients.
- Prepare clear and concise reports, correspondence, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with clients, their families, Authority staff, and the behavioral health community.

- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various Authority sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Center employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

Receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination, which includes a drug/alcohol test; and an administrative review.



DIRECTOR OF MENTAL HEALTH SERVICES ACT AND ETHNIC SERVICES

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

FLSA STATUS: Exempt

DEFINITION:

Under administrative direction, plans, organizes, directs, manages, and coordinates all functions and activities of the Mental Health Services Act (MHSA) programs and reporting systems; develops and coordinates the planning process for new MHSA funding streams as they become available; plans, organizes, directs, and evaluates the cultural competency activities of the Authority as the Ethnic Services Director; formulates departmental policies, goals, and directives; provides highly responsible and complex professional assistance to the Executive Director in areas of expertise; and performs related duties, as assigned.

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Deleted: to plan, establish, coordinate, direct, and manage all

Deleted: program

Deleted: to develop

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Deleted: . Plans

Deleted: Agency

Deleted: . Perform other duties as required

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the Executive Director. Exercises direct supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

DISTINGUISHING CHARACTERISTICS:

This is a department director classification that oversees, directs, and participates in all activities of the MHSA programs and ethnic services, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the Executive Director in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, Authority functions and activities, including the role of the Governing Board and Mental Health Commission, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering the Authority's mission, goals and objectives within general policy guidelines.

Deleted:

Deleted: The Director of Mental Health Services and Ethnic Services is a management level class .The Director of Mental Health Services and Ethnic Services reports to the Executive Director.¶

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

- Assumes full management responsibility for all Authority MHSA programs, services, and activities and plans; areas of responsibility include community services, prevention and early intervention, workforce education and training, innovation and capital facilities and technology planning.

- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for MHSA programs; establishes, within Authority policy, appropriate budget, service, and staffing levels.
- Collaborates with Finance and Operations Departments in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments, as necessary.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and Authority needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Monitors legal, regulatory, technology, and societal changes and court decisions that may affect the work of the department; analyzes and prepares recommendations on proposed legislation; interprets and disseminates State policy and regulations pertaining to MHSA; determines equipment acquisition, training programs, and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner; oversees, maintains, and revises reports, amendments, and programmatic changes for State approval.
- Oversees and coordinates activities and processes for the annual MHSA plan updates including the Integrated MHSA Plan; participates in the development of work products necessary for all phases of MHSA planning, implementation, and annual updates including the Integrated Plan; works with Best Practices on establishing and reporting outcomes for all MHSA programs.
- Oversees MHSA community planning process and Authority innovation plans; conducts consumer meetings and builds solid working relationships with various stakeholders; guides stakeholder process to assess community needs and develop new projects; makes informational presentations to the public.
- Develops, implements, and evaluates strategies to achieve a culturally competent system of care; oversees the Cultural Inclusion and Diversity committee; identifies behavioral health needs of ethnically and culturally diverse populations as they impact the Authority's system of care; makes recommendations to the Executive Team; coordinates and promotes quality and equitable care.
- Serves as liaison with other community, private, and public agencies, commissions, and stakeholders, including the California Institute of Behavioral Health and Mental Health Services Oversight and Accountability Commission, concerning the community's services and program needs; directs and participate in advertising and outreach for MHSA programs.
- Develops and implements the Authority's Cultural Competency Plan; oversees and coordinates training and development of staff regarding issues of cultural competence.

Moved (insertion) [1]

~~Deleted:~~ Plan, organize, direct, and coordinate the overall administration of the Tri-City MHSA programs which includes training, management development, and recruitment.¶
 ¶
 Oversee policy and procedure development and education for MHSA programs; interpret policies and procedures to subordinate personnel and implement changes when needed and ensures that they are implemented in a timely and effective manner and revised annually or as required to comply with Federal, State and County guidelines.¶
 ¶
 Analyze and prepare

~~Deleted:~~ interpret

~~Deleted:~~ disseminate

~~Deleted:~~ and monitor implementation and compliance of legislated regulations and standards for MHSA

~~Deleted:~~ ¶

~~Deleted:~~ ¶
 Oversees, maintains and revises reports, amendments, and programmatic changes for State approval.¶
 ¶
 Act

~~Deleted:~~ to

~~Deleted:~~ responsible for all

~~Deleted:~~ ¶
 Works with Best Practices on establishing and reporting outcomes for all MHSA programs.¶
 ¶
 Responsible for working with Finance and Operations departments in the preparation of MHSA program budgets; participate in the review and analysis of MHSA budgets including monitoring expenditures and evaluating cost-effectiveness to ensure program viability, provide justifications for items to the Executive Director, and review and develop recommendations on expenditure requests and budget variances.¶
 ¶
 Responsible for the development and implementation of the Agency's

~~Deleted:~~ oversee

~~Deleted:~~ coordinate

~~Deleted:~~

~~Deleted:~~ Job Description

- Assigns special management studies and administrative tasks to subordinate personnel; prepares and approves various grants, reports, and documents for the management team or Executive Director.
- Attends regional and state meetings related to MHSA and Cultural Competency planning and implementation; stays abreast of new trends and innovations in the areas of responsibility.
- Ensures staff observe and comply with all Authority and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS:

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

Education and Experience:

Education:

- Equivalent to a master's degree from an accredited college or university with major coursework in public administration, business administration, psychology, marriage and family therapy, social work, or a related field.

Experience:

- Three (3) years of management experience in health services administration, mental health, local government, or related field with emphasis in policy and program planning within health or mental health.

Licenses and Certifications:

- Possession of a valid California Driver's License, a satisfactory driving record, and a properly registered and insured vehicle, to be maintained throughout employment.

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and practices of strategic plan development.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Health policy issues and planning approaches.

Moved down [2]: ¶
In

Moved up [1]: ¶
Develops

Deleted: conjunction with the HR Manager, Chief Operations Officer and legal counsel, Director of Mental Health Services Act and Ethnic Services, may advise Department Head on recommended course of action in regards to the findings of an investigation of complaints regarding protected classifications. ¶
 ¶
 Develop and implement strategies to achieve a culturally competent system of care. ¶
 ¶
 Identify behavioral health needs of ethnically and culturally diverse populations as they impact Tri-City's system of care, make recommendations to the Executive Team, coordinate and promote quality and equitable care. ¶
 ¶
 Develop and implement translation and interpretation services. ¶

Deleted: and implement trainings, supervise MHSA Program Coordinators and other lead staff and their associated programmatic responsibilities. ¶
 ¶
 Assign

Deleted: on an as needed basis; prepare and approve

Deleted: ¶
Attend

Deleted: ¶
Functions as liaison with other County MHSA Managers/Coordinators, other County Ethnic Service Managers, California Institute of Mental Health (CIMH), CA DMH, CalMHSA, and Mental Health Services Oversight and Accountability Commission (MHSOAC). ¶
 ¶
 Makes informational presentations to the public as needed or assigned. ¶
 ¶
 Provides routine performance analysis of the Agency as it relates to Cultural Competency. ¶
 ¶

Deleted: Health Insurance Portability and Accountability (HIPAA)

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Moved down [3]: ¶
Select

Deleted: , train, supervise and evaluate staff implementing program services; and, in conjunction with the Human ¶

Deleted: , Training,

Deleted:

Deleted: Masters Degree required

Deleted: Psychology, Marriage

Deleted: Family Therapy, Masters in Social Work

Deleted:

Deleted: Licensure/Registration/Certification: ¶
None required. ¶

Deleted:

Deleted: Job Description

- Principles of financial administration, including public budgeting, reporting and management of budgets.
- Principles of research, analysis, and report preparation.
- Principles and practices of wellness and recovery and cultural competency in accordance with MHSA.
- Social, emotional, and behavioral aspects of mental disorders and illness.
- Principles and practices of direct client service delivery.
- Principles of behavioral health education.
- Cultural, social, and environmental factors and influences affecting behavioral health.
- Community and governmental services and resources.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility, including the Health Insurance Portability and Accountability Act (HIPAA).
- Authority and mandated safety rules, regulations, and protocols
- Techniques for providing a high level of customer service, interacting and effectively dealing with the public, community based organizations and service providers, stakeholders, and Authority staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Deleted: <#>Sources and availability of information.¶

Deleted: <#>Principles and practices of organizational analysis and human resources planning. ¶

Deleted: <#>Current trends in the field of mental health, and local, State, and federal laws, rules policies and procedures ¶
<#>The Mental Health Services Act (MHSA) regulations, legislation, policies and standards.¶

Deleted: ¶
Skill to:¶
Operate a personal computer

Deleted: utilize a variety

Deleted: software programs ¶
Use a participatory style in reaching solutions to problems.¶
Facilitate groups to develop

Deleted: implement recommendations.

Deleted: Manage, track,

Deleted: report on multiple, complex projects.¶
Analyze financial and

Deleted: data for program evaluation and development

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the Authority and the Department
- Represent the Authority's mental health services in a variety of meetings.
- Analyze and interpret factual data and a variety of administrative issues; make sound policy and procedural recommendations; implement effective solutions; and prepare complex reports.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the Authority in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Understand scope of authority in making independent decisions.
- Effectively utilize community resources to assist clients.
- Prepare clear and concise reports, correspondence, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

Moved (insertion) [3]

Deleted: Produce analyses and documents using a variety of software programs.¶

Deleted: administer sound departmental

Deleted: and methods for evaluating achievement and performance levels. ¶
Compile materials and prepare clear

Deleted: concise reports independently.

Deleted: <#>Communicate effectively, both verbally and in writing and make formal presentations¶

Deleted: Tri-City Mental Health Services

Deleted: carry out verbal

Deleted: instructions.

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Deleted: Job Description

- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with clients, their families, Authority staff, and the behavioral health community.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

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Deleted: those contacted in the course of work.

Moved (insertion) [4]

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various Authority sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Center employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

Receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination, which includes a drug/alcohol test; and an administrative review.

Moved (insertion) [2]

Deleted: Function with minimal supervision.¶

¶
Special Requirements:¶

¶
Possess a current valid *Class C* California Driver License, a satisfactory driving record and meet the Agency's vehicle insurance standards.

Moved up [4]: ¶
PHYSICAL

Deleted: **STANDARDS:**¶

¶
The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 15 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.¶
¶

Deleted:

Deleted: Job Description



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

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Daisy Martinez, Community Capacity Organizer

SUBJECT: Consideration of Awarding Community Wellbeing Grants for FY 2022-23 under the Community Capacity Building Project of the Prevention and Early Intervention (PEI) Plan

Summary:

In February 2010, the Governing Board approved the Community Wellbeing Project to be funded under the Mental Health Services Act Prevention and Early Intervention (MHSA-PEI). Accordingly, Community Wellbeing Grants are awarded annually as part of the Community Wellbeing Project. For upcoming Fiscal Year 2022-23, Tri-City received a total of 36 applications and 13 are being presented to the Governing Board for its approval to award the funding.

Background:

During the MHSA-PEI planning in February 2010, under Stakeholders approved the establishment of the Community Capacity Building Project. The Community Wellbeing Program/Grants is a part of the Community Capacity Building Project designed to help communities develop and implement community-driven plans to improve and sustain the mental and emotional wellbeing of their members. The program reflects several foundational premises, including:

- Families and communities have primary responsibility for promoting and sustaining the mental and emotional wellbeing of their members;
- Families and communities have strengths and assets that already support their members' health and wellbeing;
- With culturally appropriate support and training, communities can leverage and extend their strengths and assets to improve and sustain the wellbeing of their members over time.

Under the Community Wellbeing Program, communities can apply for funding for up to \$10,000 for three years from a community grants fund to support community-driven actions that focus on mental and emotional wellbeing.

Governing Board of Tri-City Mental Health Authority
Consideration of Awarding Community Wellbeing Grants for FY 2022-23 under the
Community Capacity Building Project of the Prevention and Early Intervention (PEI) Plan
June 15, 2022
Page 2

There is a lifetime award limit of three years. In addition to the monies, communities receive ongoing training and support from Tri-City staff so that they are able to generate and analyze reliable and timely data to assess the effectiveness of their efforts.

Communities will also be able to participate in various learning circles and other meeting structures that help them share and receive lessons learned with other communities who are also participating in this program.

Fiscal Impact:

Awarding the thirteen (13) Wellbeing Grants will impact Tri-City's PEI budget by \$79,600.00 in Fiscal Year 2022-23. Tri-City has the funds available to support this project.

Recommendation:

Staff recommends that the Governing Board awards the selected Community Wellbeing Grants totaling \$79,600.00 to be funded under the MHSA-PEI Plan in Fiscal Year 2022-23.

Attachments:

Attachment 4-A: 2022-23 Community Wellbeing Program Selected Applicants Summary

Attachment 4-B: Sample Contract for Community Wellbeing Grant



Community Wellbeing Grant FY 2022-23 Descriptions

Community Name:	Assistance League of Pomona Valley
Fiscal Sponsor:	Assistance League of Pomona Valley
Amount:	\$6,500
Community Description: Operation School Bell program will focus on high school students grades 9 thru 12 in the Pomona area. Each student will receive a week's worth of new school clothing. Each student will also be given a basic care family care kit. The goal of this project is to help and empower students to succeed in school and increase self-esteem by providing new school clothing.	

Community Name:	Bithiah's Family Services
Fiscal Sponsor:	Bithiah's House
Amount:	\$6,500
Community Description: Bithiah's Family Services will implement the Open Table mentorship program by connecting the transitional-aged youth in foster care to trained mentors within the community. The goal of this mentorship program is to help transitional-youth improve self-confidence, increase in relationship skills, and reduce risky and dangerous behaviors.	

Community Name:	Bright Prospect
Fiscal Sponsor:	Bright Prospect
Amount:	\$6,000
Community Description: Bright Prospect's Community Wellbeing Academy, is a series of workshops focused on mental health awareness and wellbeing for students ages 14-25 and their parents. Together, students and their parents/guardians will have the opportunity to hear from mental health professionals, and learn how to reinforce positive mental health habits at home. Through this project, students will also learn to support their own mental health, while building community with each other to support their peers.	

Community Name:	The dA Center for the Arts
Fiscal Sponsor:	The dA Center for the Arts
Amount:	\$6,500
Community Description: De Colores project, is an interactive, accessible, inclusive, and equitable puppetry, storytelling, music, movement, park ranger exploration and hands-on art project program designed to motivate and strengthen the connections of parents with their children ages 0-5. The programing will take place in accessible open spaces like the Pomona Farmers Market, garden, or parks.	



Community Name:	God's Pantry
Fiscal Sponsor:	God's Pantry
Amount:	\$6,500
Community Description: Crock crew project is a student meal delivery program in partnership with the School of Extended Educational Options, a Charter school in PUSD and Project Hope serving transitional aged students. Students will receive a crockpot, a weekly recipe as well as ingredients for the week's recipe. This project serves not only by physically providing meals but relieving some of the stress (physically, mentally, and emotionally) that food insecurity brings.	

Community Name:	Health Bridges
Fiscal Sponsor:	Draper Center for Community Partnerships
Amount:	\$6,000
Community Description: Health Bridges will provide a year-long workshops focusing on mental health for (PAYS) high school sophomore, junior, and senior students incorporating personalized guidance and small-group mentorship. Pomona Academy for Youth Success (PAYS) is a college access program for traditionally underrepresented high school students in the Tri-City area and also operates out of the Draper Center at Pomona College. These workshop series will aim to educate and empower students about their knowledge of both public health and mental health.	

Community Name:	Just Us 4 Youth
Fiscal Sponsor:	Just Us 4 Youth
Amount:	\$6,500
Community Description: Just Us 4 Youth STAY Basic Needs Project serves primarily homeless, mentally distressed, and economically impacted Pomona transitional age youth ages 18-24. The goal of this project is to provide access to basic needs as well as temporary housing with the ultimate goal of permanent housing and self-sufficiency.	

Community Name:	La Verne Youth & Family Action Committee
Fiscal Sponsor:	City of La Verne
Amount:	\$6,500
Community Description: The Summer Lunch and Wellness Program in coordination with Bonita Unified School District, will take place at Las Flores Park. The programming will ensure a nutritious free meal, provide a healthy recreational activity (i.e. sports or crafts) promoting engagement, and connecting people to services such as mental health and wellness programs. Additionally, engage the PTAs to provide information on available resources.	



Community Name:	Pomona Hope
Fiscal Sponsor:	Pomona Hope
Amount:	\$2,600
Community Description: The Wellness Workshop project will create a space where students (K-8 th grade) can process and learn. Students will have an opportunity to learn tools for managing stress and emotions, participate in activities emphasizing wellbeing and social-emotional learning. The goal of this project is to empower students as well as their families to manage stressful situations, build healthy relationships, improve their mental health, and access reliable resources.	

Community Name:	Pomona Pride Center
Fiscal Sponsor:	Pomona Pride Center
Amount:	\$6,500
Community Description: The LGBTQIA+ Health Education and Wellbeing Program will provide a Youth Empowerment Summit and series of events that provide educational opportunities to the spheres of health for the LGBTQIA+ youth communities, with a focus on transgender and gender diverse persons.	

Community Name:	Pomona Students Union
Fiscal Sponsor:	Gente Organizada
Amount:	\$6,500
Community Description: The SEEDS of Pomona youth media project is a youth powered initiative that developed out of the social action group, the Pomona Students Union (PSU). PSU youth organizers identifies "artivism" as a strategy to create a more equitable Pomona by creating compelling content that educates and inspires community members to support grassroots organizing efforts. This will help grow their youth-led programs and address the lack of awareness and access to mental health services. Help fortify the youth and encourage resilience, empowerment, and improved health outcomes across the community. This project will use both regularly scheduled in-person and virtual learning media workshops.	



Community Name:	Pomona Youth Prevention Program/ NCADD-ESGPV
Fiscal Sponsor:	NCADD-ESGPV
Amount:	\$6,500
Community Description:	The PYPC: Journey to Wholeness project is a collaboration of three local agencies-Partnership for A Positive Pomona (P3), NCADD-ESGPV, Project Sister Family Services Outreach Department, and Prototypes Youth Prevention Program. This project will consist of three components; Youth Symposium on Health and Wellness, a Health and Wellness Podcast led by the PYPC Youth Advocates, and Health and Wellness Excursions. Participants ages 13-18 will benefit from this project by learning long-term positive coping mechanisms, building healthy relationships, addressing their mental health, emotional, and physical health needs, and being an example amongst their peers in helping reduce the stigma of not addressing their mental, emotional, and physical needs.

Community Name:	Purpose Church
Fiscal Sponsor:	Purpose Church
Amount:	\$6,500
Community Description:	Rise Up project is for transitional age youth who reside in the Del Rosa and Angela, Chanslor neighborhoods. The project will provide weekly programming centered around socio-emotional development via restorative circles, character building and mentorship.

**TRI-CITY MENTAL HEALTH AUTHORITY
COMMUNITY WELLBEING GRANT AGREEMENT**

This AGREEMENT is by and between **Bright Prospect**, (GRANTEE) with its principal office of operations at **1460 E. Holt Ave Ste. 74 Pomona, CA 91767** and its fiscal sponsor, **Bright Prospect**, (FISCAL SPONSOR) a 501(c)(3) organization organized under the laws of the State of California with its principal office of operations at **1460 E. Holt Ave Ste. 74 Pomona, CA 91767** (GRANTEE AND FISCAL SPONSOR together as the GRANTEES) and Tri-City Mental Health Authority, a Joint Powers Agency organized under the laws of the State of California with its administrative office at 2001 N. Garey Ave, Pomona, California 91767, (Tri-City).

WHEREAS, Tri-City has received approval from the California State Department of Mental Health to implement a Community Capacity and Wellbeing (CCW) program as defined in Tri-City's Prevention and Early Intervention (PEI) Plan; and

WHEREAS, the award of funds to communities to implement programs that qualify under the PEI CCW program to provide prevention and early intervention of mental health illness is an integral part of such PEI Plan and will benefit residents in the cities of Claremont, La Verne and Pomona; and

WHEREAS, GRANTEES have submitted to Tri-City a Community Wellbeing Project that has met all of the required criteria to qualify as a PEI CCW program project that will promote prevention and early intervention of mental health illness; and

WHEREAS, Tri-City is willing to fund the Community Wellbeing Project proposed by the GRANTEES as part of its approved CCW program in accordance with its budget, in consideration of the terms and conditions of this AGREEMENT;

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed, and in consideration of the mutual benefits to be derived there from, the parties hereby mutually agree as follows:

1. SCOPE OF PROJECT: GRANTEE shall perform the activities as described in the proposal entitled **Bright Prospect**, which is attached hereto as Attachment A and made a part of this AGREEMENT, and is hereafter referred to as "PROJECT."

Any requested modification to the project and/or budget must be submitted in writing using the Project Modification Form. Any modifications requested by the GRANTEE must be approved by Tri-City prior to funds being spent in a way inconsistent with the approved budget or plan.

2. PRINCIPAL SUPERVISORS: PROJECT shall be under the supervision of **Anna Felcyn** who shall serve as Project Leader; **Rachel Rosenbaum** who shall serve as Community Leader; and **Rachel Rosenbaum** who shall serve as Fiscal Sponsor Representative. If for any reason the Principal Supervisors shall be unable to continue to serve and a successor acceptable to both parties is not available, this AGREEMENT shall be terminated as hereafter provided.
3. PERIOD OF PERFORMANCE: The activities of PROJECT shall commence immediately upon execution of this agreement and continue through completion, not later than **June 30, 2023**. This period will be subject to modification or renewal only by mutual written agreement of the parties hereto.

4. PAYMENT OF COSTS: In consideration of GRANTEE'S performance hereunder, Tri-City agrees to support GRANTEE'S costs incurred conducting the activities of this PROJECT, in the amount not to exceed six thousand dollars(**6000**). This amount shall not be exceeded by GRANTEE without the written authorization of Tri-City. A payment equal to 25% of the total granted amount shall be made to GRANTEE upon execution of this agreement. All remaining payments equal to 25% of the total granted amount shall be made to GRANTEE quarterly upon receipt of GRANTEE's quarterly Financial Report, if justified. Justification of any subsequent payments shall be rebuttably presumed if the sum of Spent Funds and Projections for the Next Quarter exceeds the amount received by GRANTEE in the previous quarters. Should justification of additional payments not be met, payment shall be withheld until a Financial Report meeting justification is received by Community Wellbeing Program Staff, no later than June 30, 2023.

If the funds are needed earlier in any given quarter to continue project activities, an advance of funds may be requested by completing an Early Distribution of Funds Request Form and submitting it to Community Wellbeing Program staff. The Early Distribution of Funds Request Form must be accompanied by invoices from funds spent and projections. Funds will be advanced following review and approval of GRANTEE's request.

The payments due under the AGREEMENT shall be made payable to **Bright Prospect**, and the initial payment shall be mailed with a copy of this AGREEMENT to:

Bright Prospect
ATTN: Rachel Rosenbaum
1460 E. Holt Ave Ste. 74
Pomona, CA 91767

5. POLICIES AND PROCEDURES: The PROJECT conducted hereunder shall be performed in accordance with the policies and procedures of GRANTEE AND ITS FISCAL SPONSOR.
6. REPORTS: GRANTEE shall deliver to Tri-City quarterly reports showing the detail of expenditures to date and projections for following quarter as applicable until the PROJECT is complete. Financial Reports shall be due fifteen (15) days after quarter ends: October 15th, Jan 15th, April 15th, and July 15th. Reports shall be signed by Project Leader, Community Leader, and Fiscal Sponsor Representative confirming review and accuracy of report. In addition, the GRANTEE shall deliver the results of PROJECT performed within ninety (90) days of the completion of PROJECT.
7. RESPONSIBILITY OF FISCAL SPONSOR: Fiscal Sponsor is responsible for review and accuracy of all supporting documentation related to PROJECT including Financial Report. Additionally, Fiscal Sponsor shall be responsible for maintaining records of expenditures related to PROJECT for a period of five (5) years following conclusion of the project.
8. SPECIAL FUNDING PROVISIONS. This PROJECT is funded by California Mental Health Services Act funds. As such, the use of the funds is subject to certain obligations and limitations that are set forth in Attachment B and made a part of this AGREEMENT. GRANTEES covenant and agree to comply with the provisions of Attachment B.
9. TERMINATION: Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice to the authorized personnel listed in the notices section of this agreement. Upon termination by Tri-City, GRANTEES will be entitled to retain sufficient funds to reimburse it for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph 4. Upon termination by GRANTEES, all costs

and non-cancelable commitments incurred thereafter will be the responsibility of GRANTEES. GRANTEES will return any unused funds to Tri-City within three (3) months of the written notice of termination.

10. INDEMNIFICATION: GRANTEES shall jointly and severally indemnify, defend and hold harmless Tri-City, its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the GRANTEES' negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of Tri-City.

11. PROPRIETARY INFORMATION: Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:
 - (a) information which is or becomes publicly known through no fault of RECIPIENT;
 - (b) information learned from a third party entitled to disclose such information;
 - (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT'S prior written records;
 - (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
 - (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. USE OF NAMES: GRANTEES shall not employ or use the name of Tri-City in any promotional materials, advertising, or in any other manner without the prior express written permission of Tri-City, except that Tri-City and GRANTEES may, during the term of this Agreement or thereafter state that Tri-City is sponsoring, or has sponsored, the PROJECT.

13. NOTICES: Any notice given under this AGREEMENT shall be in writing to the individuals below and shall be deemed delivered three (3) days after deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties as follows:

Grantees: **Bright Prospect**
Rachel Rosenbaum & Anna Felcyn
1460 E. Holt Ave Ste. 74
Pomona, CA 91767

Bright Prospect
ATTN: Rachel Rosenbaum
1460 E. Holt Ave Ste. 74
Pomona, CA 91767

Tri-City:

Tri-City Mental Health Authority
2001 N. Garey Ave
Pomona, CA 91767-3032
Attn: Director of MHSA and Ethnic Services
(909) 623-6131

14. **INDEPENDENT PARTIES:** For purpose of this AGREEMENT, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. Tri-City and FISCAL SPONSOR are independent legal entities and none have any authority to act for, or on behalf of, or bind another to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
15. **ASSIGNMENTS:** This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, and may be assigned only to the successors of these parties. Any other assignment by either party without prior written consent of the other party shall be void.
16. **OWNERSHIP:** Title to any equipment purchased or manufactured in performance of the PROJECT funded under this AGREEMENT shall vest with Tri-City.
17. **FORCE MAJEURE:** GRANTEES shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.
18. **SEVERABILITY:** In the event that a court of competent jurisdiction holds any provision of this AGREEMENT to be invalid, such holding shall have no effect on the remaining provisions of this AGREEMENT, and they shall continue in full force and effect.
19. **SIMILAR RESEARCH:** Nothing in this AGREEMENT shall be construed to limit the freedom of GRANTEES, or of its agents who are participants under this AGREEMENT, to engage in similar activities under other grants, contracts, or agreements with parties other than Tri-City.
20. **GOVERNING LAW:** The formation, interpretation and performance of this AGREEMENT shall be governed by the laws of the State of California. Venue for mediation, arbitration and/or actions arising out of this AGREEMENT shall be in Los Angeles County, California.
21. **AUTHORITY:** Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
22. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
23. **ENTIRE AGREEMENT:** Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes

to this AGREEMENT including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) Attachment B, (b) AGREEMENT, (c) other attachments, (d) the project proposal, and (e) the purchase order, it being understood and agreed that any purchase order or similar document issued by GRANTEES will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers or representatives as of the latest date set forth below.

TRI-CITY

TRI-CITY MENTAL HEALTH AUTHORITY

By: _____
Rimmi Hundal,
Executive Director
Dated: _____

GRANTEES

Bright Prospect

By: _____
Rachel Rosenbaum
Community Leader
Dated: _____

By: _____
Anna Felcyn
Project Leader
Dated: _____

Fiscal Sponsor

By: _____
Rachel Rosenbaum
Fiscal Sponsor Representative
Dated: _____



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

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Ken Riomales, Chief Information Officer

SUBJECT: Consideration of Resolution No. 659 Authorizing the Expenditure of \$767,000 from its Capital Facilities and Technological Needs (CFTN) Plan Funds to Implement Several Technology Projects

Summary:

Tri-City Mental Health (TCMH) intends to expend existing MHPA funds in the amount of \$767,000 to implement several technology projects.

COMPONENT PROPOSAL: TECHNOLOGICAL NEEDS

Technology Project	Approximate Project Funding
TCMH Wireless Network Refresh	\$152,000
TCMH Microsoft 365 Migration	\$100,000
TCMH Wellness Center Technology Refresh	\$50,000
TCMH Overhead Paging Upgrade	\$25,000
TCMH Rolling PC Inventory	\$100,000
TCMH On-Prem to Cloud Migration consulting and implementation	\$100,000
TCMH Enterprise Resource Planning Software Adoption	\$100,000
TCMH Facilities Security Upgrade	\$140,000
Total	\$767,000

Background:

In order to maintain operational uptime and high availability of systems, organizations are required to review and refresh applicable I.T. infrastructure components periodically. Depending on the hardware/software, refresh cycles can range anywhere from two (2) to five (5) years, and in some circumstances longer.

Tri-City Mental Health Authority

Consideration of Resolution No. 659 Authorizing the Expenditure of \$767,000 from its Capital Facilities and Technological Needs (CFTN) Plan Funds to Implement Several Technology Projects

June 15, 2022

Page 2

The following provides justification for Tri-City's requested technology refresh:

- Increased Security –The requested Tri-City initiatives listed above aims to mitigate security risks to ensure the Tri-City is robust and resilient in order to maintain proper operational status.
- Compliance – As it is no longer an option to not use technology, Tri-City must be able to be compliant with required standards and requested transmission modalities.
- Reliable Data Back-up –Traditionally on-premises solutions require heavy infrastructure investment, constant monitoring, and human resource overhead in order to maintain. Cloud hosting allows Tri-City to leverage best in class technology and processes for our data management needs.
- To Stay Relevant – Lack of I.T. relevance can be barrier to adoption of innovative healthcare treatments/modalities (i.e., TeleHealth), adverse community engagement experience due to outdated hardware/software, as well as compliance.

The CFTN I.T. plan was posted on 6/13/2022 for 30 days through Tri-City's website and social media accounts to allow for public comments. No public comments have been received. The plan will be presented to the Mental Health Commission on Tuesday, June 14, 2022, for its approval and recommendation for the approval and adoption of the plan by the Governing Board. Staff will provide an update during the Governing Board meeting regarding the Mental Health Commission' recommendation.

Fiscal Impact:

The Agency has received approval for the transfer of funds in the amount of \$1,700,000 from the Community Services and Supports Plan to Capital Facilities and Technological Needs (CFTN) Plan effective July 1, 2022. The proposed expenditures of \$767,000 will be funded from the CFTN Plan.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 659 authorizing the expenditure of \$767,000 from its CFTN Plan funds to implement several technology projects.

Attachment:

Attachment 5-A: Resolution No. 659 - DRAFT

Attachment 5-B: Capital Facilities and Technological Needs Plan 2022-23

RESOLUTION NO. 659

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXPENDITURE OF \$767,000 FROM ITS CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS TO IMPLEMENT SEVERAL TECHNOLOGY PROJECTS

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 several technology projects, as recommended by the Authority’s Mental Health Commission, including a wireless network refresh; Microsoft 365 migration; Wellness Center technology refresh; overhead paging upgrade; rolling personal computer inventory; on-premises to cloud migration consulting and implementation; enterprise resource planning software adoption; and facilities security upgrade.

B. The Authority wishes to refresh applicable I.T. infrastructure components periodically in order to maintain operational uptime and high availability of systems.

2. Action

The Governing Board authorizes spending from its Capital Facilities and Technological Needs (CFTN) Plan funds the amount of \$767,000 for costs related to the implementation of new technology projects.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

Component Exhibit 1

Capital Facilities and Technological Needs Face Sheet

**MENTAL HEALTH SERVICES ACT (MHSA)
CAPITAL FACILITIES and TECHNOLOGICAL NEEDS
FY 2022-23**

County: Tri-City Mental Health Authority

Date:

County Mental Health Director:

Printed Name

Signature

Date: _____

Mailing Address: Tri-City Mental Health Authority

1717 N. Indian Hill Blvd, Suite B

Claremont, CA 91711

Phone Number: 909-623-6131

Fax: 909-623-4073

E-mail: _____

Contact Person: Rimmi Hundal

Phone: 909-623-6131

Fax _____

E-mail: _____

ATTACHMENT 5-B

Component Exhibit 1 (continued)

COUNTY CERTIFICATION

I hereby certify that I am the official responsible for the administration of Community Mental Health Services in and for Tri-City Mental Health Authority (TCMHA) and that the following are true and correct:

This Component Proposal is consistent with the Mental Health Services Act.

This Capital Facilities and Technological Needs (CFTN) F Y 2 0 2 2 - 2 0 2 3 Component Proposal is consistent with and supportive of the standards set forth in Title 9, California Code of Regulations (CCR) Section 3320.

The County certifies that if proposing technological needs project(s), the Technological Needs Assessment, including the roadmap for moving toward an Integrated Information Systems Infrastructure, will be submitted with the first Technological Needs Project Proposal.

This Component Proposal has been developed with the participation of stakeholders, in accordance with Title 9, CCR Sections 3300, 3310, and 3315, and with the participation of the public and our contract service providers. The draft local Capital Facilities and Technological Needs Component Proposal was circulated for 30 days to stakeholders for review and comment and a public hearing was held by the local mental health board. All input has been considered, with adjustments made, as appropriate.

Mental Health Services Act funds are and will be used in compliance with Title 9, CCR Section 3410, Non-Supplant.

All documents in the attached Component Proposal for Capital Facilities and Technological Needs are true and correct.

Date: _____ Signature: _____
County Mental Health Director

Executed at:

Component Exhibit 2

COMPONENT PROPOSAL NARRATIVE

1. Framework and Goal Support

Briefly describe: 1) how the County plans to use Capital Facilities and/or Technological Needs Component funds to support the programs, services and goals implemented through the MHSA, and 2) how you derived the proposed distribution of funds below.

Proposed distribution of funds:

Capital Facilities	\$	n/a	or	%
Technological Needs	\$	767,000	or	100 %

Breakdown:

- 1) TCMH Wireless Network Refresh equipment and implementation costs at approximately \$152,000
- 2) TCMH Microsoft 365 Migration consulting and implementation costs at approximately \$100,000
- 3) TCMH Wellness Center Technology Refresh equipment and implementation approximately costs at \$50,000
- 4) TCMH Overhead Paging Upgrade equipment and implementation costs at approximately \$25,000
- 5) TCMH Rolling PC Inventory equipment costs at approximately \$100,000
- 6) TCMH On-Prem to Cloud Migration consulting and implementation costs at approximately \$100,000
- 7) TCMH ERP Platform implementation costs at approximately \$100,000
- 8) TCMH Security Upgrade equipment and implementation costs at approximately \$140,000

Summary:

Tri-City Mental Health (TCMH) intends to expend existing MHSA funds assigned to Capital Facilities and Technological Needs (CFTN) to implement several technology projects.

In order to keep up with the ever changing technology landscape, Tri-City is required to ensure robust ability to remain technologically relevant in relation to the services we offer.

- TCMH Wireless Network Refresh – Update full Tri-City wireless infrastructure to increase capacity and ensure robust compliance with existing and future network protocols.
- TCMH Microsoft 365 Migration Consulting – Migrate M365 services to

- upgraded instance to provide Tri-City with improved support and security capabilities, add additional functionality to staff, and streamline operational capacity throughout the agency.
- TCMH Wellness Center Refresh – Update all technology components within the Wellness Center. This will include a full PC refresh (PC and monitor), audio/visual components, as well as community engagement devices such gaming consoles and Karaoke machines. All of the said devices improve engagement and allow Tri-City to better serve the community.
- Overhead Paging System Implementation – To meet regulatory requirements and improve staff/client safety, Tri-City needs to deploy a robust and highly available overhead paging system throughout all sites.
- TCMH Rolling PC Inventory – In order to meet the needs of the Agency, it's imperative that the I.T. department have a ready supply of PC's ready for immediate deployment. The requested amount reflects replenish of 50 PC's.
- On-Prem to Cloud Migration – With I.T. security and high availability being paramount to Tri-City's ability to meet the needs of our clients through technology, migrating to a HIPAA compliant cloud storage solution allows Tri-City to be agile with our storage and hosting needs, while maximizing security and minimizing overhead.
- TCMH ERP Platform Implementation – As Tri-City grows, the need to integrate disparate system and departments in order to work cohesively with one another becomes more evident. An enterprise resource planning platform will allow departments to properly document their workflows more seamless while providing opportunities to better collaborate with previously siloed departments.
- TCMH Security Upgrade – Tri-City would like to upgrade its security system. Improved security measures such as FOB key entry and security cameras will increase visibility ensure Tri-City continues to be a safe environment for both our clients and employees.

Background:

In order to maintain operational uptime and high availability of systems, organizations are required to review and refresh applicable I.T. infrastructure components periodically. Depending on the hardware/software, refresh cycles can range anywhere from two (2) to five (5) years, and in some circumstances longer. The following provides justification for Tri-City's requested technology refresh:

- Increased Security – With technology constantly evolving, so too are the tools and techniques deployed by hackers in an attempt to breach Tri-

City's networks. Outdated software/hardware, in many cases, no longer receive relevant, up to date, updates, which can put organizations at operational risk. The requested Tri-City initiatives listed above aims to mitigate security risks to ensure the Tri-City is robust and resilient in order to maintain proper operational status.

- Compliance – As a healthcare and community provider, Tri-City is required to adhere to certain regulatory/contractual requirements and processes. As it is no longer an option to not use technology, Tri-City must be able to be compliant with required standards and requested transmission modalities. Potential penalties for non-compliance include, but are not limited to:
 - o Monetary Penalties
 - o Uninvited Audits
 - o Criminal Charges
 - o Denial of insurance claims
 - o Forced Closure or loss of Contract

- Reliable Data Back-up – The evolution of cloud storage has provided a secure, reliable, and a cost effective way for organizations to manage and maintain their data retention needs. Traditionally on-premises solutions require heavy infrastructure investment, constant monitoring, and human resource overhead in order to maintain. Cloud hosting allows Tri-City to leverage best in class technology and processes for our data management needs. Current cloud solutions are completely HIPAA compliant and HITRUST certified.

- To Stay Relevant – With technology at the forefront of many healthcare initiatives, Tri-City must be able to meet the needs of such initiatives by ensuring our technology footprint is capable of handling the needs of modern healthcare. This not only includes backend infrastructure, but also our end-user experience for clients and employees alike. Lack of I.T. relevance can be barrier to adoption of innovative healthcare treatments/modalities (i.e. TeleHealth), adverse community engagement experience due to outdated hardware/software, as well as compliance.

Component Exhibit 2

Stakeholder Involvement

In preparation for the approval of this plan, the MHSA Projects Manager convened a virtual stakeholder meeting on February 24, 2022. The purpose of this meeting was to invite stakeholders to review and provide input regarding the transfer and reallocation of \$1,700,000 in surplus MHSA funds currently held under the Community Services and Supports (CSS) plan to the Capital Facilities and Technological Needs plan. Following the presentation,

attendees were asked to vote on this proposal. A high majority of stakeholders voted in favor of this proposal. This plan reflects the designation of funds related specifically to the technology portion of said transfer.

In conjunction with the results of the most recent security assessment, I.T. performed a current state analysis of our infrastructure, as well as our partner relationships to determine areas of improvement. Our assessment showed areas where Tri-City can improve our resiliency and capabilities. In many cases, the requested technology improvements are industry best practices due to the age of equipment and processing efficacy.

30-Day Public Notification:

This CFTN plan was posted for a 30-day public comment period beginning Friday, May 13, 2022, until June 13, 2022, on Tri-City's website as well as all social media sites including Facebook, Instagram, and Twitter. In addition, this plan was distributed to community locations which are currently open, subject to COVID restrictions. All written and verbal comments received during this comment period will be reviewed by Tri-City staff and included in the final document.

This plan is scheduled to be presented to the Mental Health Commission on June 14, 2022, with a request for endorsement to the Tri-City Governing Board. The Governing Board will meet on June 15, to consider approving and adopting this plan.

Component Exhibit 3

COMPONENT PROPOSAL: CAPITAL FACILITIES NEEDS LISTING

Please list Capital Facility needs (ex: types and numbers of facilities needed, possible County locations for needed facilities, MHPA programs and services to be provided, and target populations to be served, etc.) N/A

Component Exhibit 4

COMPONENT PROPOSAL: TECHNOLOGICAL NEEDS

Technology Project	Approximate Project Funding
TCMH Wireless Network Refresh	\$152,000
TCMH Microsoft 365 Migration	\$100,000
TCMH Wellness Center Technology Refresh	\$50,000
TCMH Overhead Paging Upgrade	\$25,000
TCMH Rolling PC Inventory	\$100,000
TCMH On-Prem to Cloud Migration	\$100,000
TCMH Enterprise Resource Planning Software Adoption	\$100,000
TCMH Facilities Security Upgrade	\$140,000

Please check-off one or more of the technological needs which meet your goals of modernization/transformation or client/family empowerment as your county moves toward an Integrated Information Systems Infrastructure. Examples are listed below and described in further detail in Enclosure 3. If no technological needs are identified, please write "None" in the box below and include the related rationale in Exhibit 1.

Electronic Health Record (EHR) System Projects (check all that apply)

- X Infrastructure, Security, Privacy Practice Management
- Clinical Data Management
- Computerized Provider Order Entry
- Full EHR with Interoperability Components (for example, standard data exchanges with other counties, contract providers, labs, pharmacies)

Client and Family Empowerment Projects

- X Client/Family Access to Computing Resources Projects
- Personal Health Record (PHR) System Projects
- X Online Information Resource Projects (Expansion / Leveraging information sharing services)

Other Technology Projects That Support MHSA Operations

- X Telemedicine and other rural/underserved service access methods
- X Pilot projects to monitor new programs and service outcome improvement
- X Data Warehousing Projects / Decision Support
- X Imaging / Paper Conversion Projects
- Other (Briefly Describe)



Tri-City Mental Health Authority
AGENDA REPORT

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Dana Barford, Manager of MHSA

SUBJECT: Consideration of Resolution No. 660 Authorizing the Executive Director to Execute an Agreement with Syracuse University, in an Amount Not To Exceed \$313,264 for the Development and Implementation of the Multi-County Collaborative Psychiatric Advance Directives Project Effective July 1, 2022 - June 30, 2025

Summary:

The MHSA INN project proposal, Multi-County Collaborative Psychiatric Advance Directives (PADs) is a collaboration between Tri-City Mental Health and six other California counties. For this collaboration, Syracuse University has been selected to act as a consultant to assist in the development and implementation of the PADs project. Tri-City seeks approval of enter into a three-year Personal Services Agreement in the amount of \$313,264 between Syracuse University and Tri-City Mental Health Authority.

Background:

Psychiatric Advance Directives (PADs) is a recently approved Innovation project that is designed to support treatment decisions for individuals who may not be able to consent to or participate in treatment decisions because of a mental health condition. The psychiatric advance directive allows the individual's wishes and priorities to inform mental health treatment.

In support of this project, the counties involved in the Multi-County Collaborative Psychiatric Advance Directives (PADs) have entered into an agreement with Syracuse University whose Burton Blatt Institute has expertise in the field of evaluation, disability rights, technology, and legislative efforts to assist in the development of the PAD training, evaluation, technology PAD platform, and overall project management. It is the intent of Tri-City to join these counties by executing a service agreement which will support the implementation of this project at a local level.

Fiscal Impact:

The Agency has funds available under the MHSA INN Plan component to support the cost of this three-year service agreement effective July 1, 2022 to June 30, 2025.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 660 Authorizing the Executive Director to Execute an
Agreement with Syracuse University, in an Amount Not To Exceed \$313,264, for the
Development and Implementation of the Multi-County Collaborative Psychiatric Advance
Directives Project Effective July 1, 2022 - June 30, 2025
June 15, 2022
Page 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 660 authorizing the Executive Director to execute an Agreement with Syracuse University, in an amount not to exceed \$313,264 for the development and implementation of the Multi-County Psychiatric Advance Directives (PDAs) effective July 1, 2022 through June 30, 2025

Attachments:

Attachment 6-A: Resolution No. 660 – DRAFT

Attachment 6-B: Agreement Between Syracuse University and Tri-City Mental Health Authority

RESOLUTION NO. 660

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH SYRACUSE UNIVERSITY IN AN AMOUNT NOT TO EXCEED \$313,264 FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE MULTI-COUNTY COLLABORATIVE PSYCHIATRIC ADVANCE DIRECTIVES (PADs) PROJECT EFFECTIVE JULY 1, 2022 THROUGH JUNE 20, 2025

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) desires to enter into an Agreement with Syracuse University, in an amount not to exceed \$313,264, for the development and implementation of the Multi-County Collaborative Psychiatric Advance Directives (PADs) project for TCMHA.

B. PADs is a recently approved Innovation project designed to support treatment decisions for individuals who may not be able to consent to, or participate in, treatment decisions because of a mental health condition. The psychiatric advance directive allows the individual’s wishes and priorities to inform mental health treatment.

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

2. Action

The Governing Board approves the Agreement with Syracuse University for the development and implementation of Multi-County Collaborative Psychiatric Advance Directives Project for TCMHA in an amount not to exceed \$313,264, effective July 1, 2022 through June 30, 2025; and authorizes the Authority’s Executive Director to execute the Agreement and any Amendments or extensions of such Agreement.

[Continues on page 2.]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

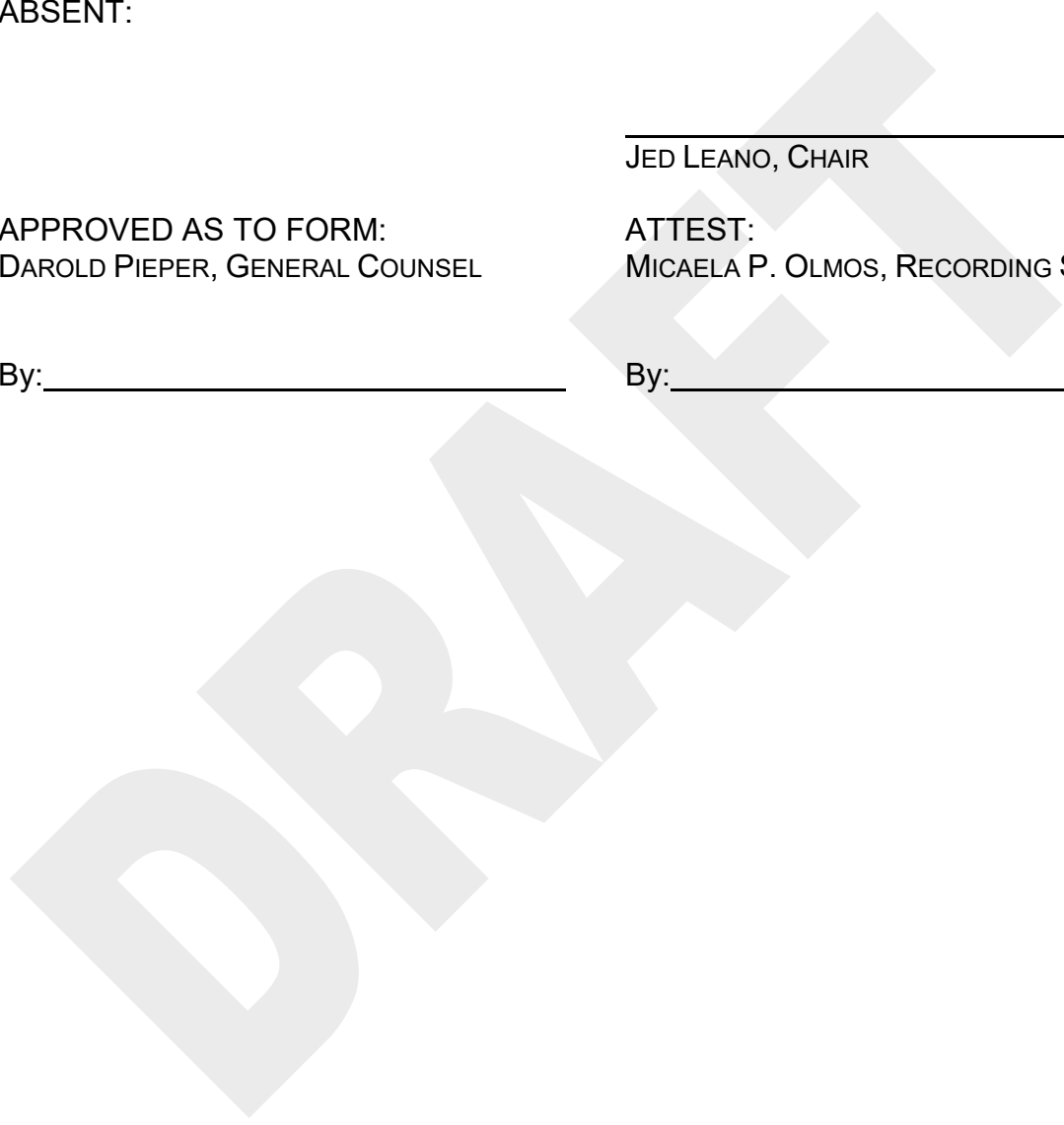
JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



**PERSONAL SERVICES AGREEMENT BETWEEN
SYRACUSE UNIVERSITY AND TRI-CITY MENTAL HEALTH AUTHORITY**

This **Agreement** is made by and between the Tri-City Mental Health Authority, a joint powers agency organized under the laws of the State of California (hereinafter "COUNTY") and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "UNIVERSITY"). COUNTY and UNIVERSITY being collectively referred to as the "Parties" and each individually a "Party."

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The COUNTY hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

- 1.02 The Psychiatric Advance Directives Project (PADS), a multi-county collaborative mental health services act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADS Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADS UNIVERSITY subcontractors and/or consultants.

2.0 PAYMENT PROVISIONS.

- 2.01 COUNTY shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from July 1, 2022 to June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and COUNTY and with COUNTY signing last, and **UNIVERSITY may not commence work before COUNTY signs this Agreement.**

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibit is incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work**, which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms.

5.0 PERFORMANCE STANDARDS.

- 5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and UNIVERSITY's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and, to the best of its knowledge, are not employees of the COUNTY, or immediate family of an employee of the COUNTY.
- 5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 UNIVERSITY shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UNIVERSITY shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed \$313,264.
- 6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.
- 6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.
- 6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- 6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.

- 6.06 COUNTY may withhold or delay any payment if UNIVERSITY fails to comply with any provision of the Contract.
- 6.07 COUNTY shall not reimburse UNIVERSITY for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.
- 6.08 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of UNIVERSITY to perform the required services in a manner materially inconsistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.
- 7.02 In the event of termination for cause by COUNTY, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, the County may proceed with the work in any manner which the COUNTY deems proper. Any costs incurred by and/or owed to the COUNTY as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the UNIVERSITY under this Agreement.
- 7.03 The COUNTY reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to UNIVERSITY. In the event of such a termination, the UNIVERSITY shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination. The UNIVERSITY may terminate this Agreement without cause in the event of the departure from employment of UNIVERSITY key personnel, such that UNIVERSITY would no longer possess the expertise to complete the services hereunder.
- 7.04 The COUNTY's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the COUNTY's purchase of the indicated quantity of services, then the COUNTY may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, COUNTY shall pay UNIVERSITY for all services

provided and any non-cancelable commitments made prior to the date of termination.

8.0 INDEMNIFICATION.

- 8.01 UNIVERSITY shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless the COUNTY, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" or evidence of self-insurance certifying that all coverage and endorsements as required herein has been obtained; and it shall name "**Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff**" as additional insureds. Individual endorsements executed by the insurance carrier shall accompany the certificate.

UNIVERSITY agrees to keep such insurance coverage, Certificates of Insurance, evidence of self-insurance and endorsements on deposit with the COUNTY during the entire term of this Contract. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY.

UNIVERSITY shall ensure that all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall be covered under UNIVERSITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY. UNIVERSITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from UNIVERSITY under this Contract. It is the obligation of UNIVERSITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by UNIVERSITY through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

This verification of coverage shall be sent to the COUNTY's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VIII, according to the current A.M. Best's Key Rating Guide or a company of equal financial stability.

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

9.03 Insurance Coverage Requirements: Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence.

Professional Liability Insurance, \$1,000,000 per claims made with \$1,000,000 aggregate.

Workers' Compensation Insurance, if UNIVERSITY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date UNIVERSITY completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. UNIVERSITY shall notify COUNTY in writing within thirty ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.

Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability shall provide an endorsement naming the Tri-City Mental Health Authority, its elected and appointed officials, officers, agents, and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT with respect to liability arising out of the UNIVERSITY's work, including ongoing and completed operations and shall further provide that such insurance is primary. Any insurance or self-insurance maintained by the COUNTY shall be excess and non-contributing. and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a form at least as broad. The required endorsement for primary non-contributing is ISO form CG 20 01 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the Tri-City Mental Health Authority, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the Tri-City Mental Health Authority, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Prior to the execution of this Agreement by the COUNTY, UNIVERSITY shall file certificates of insurance with the COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of University's current audited financial report. If University's SIR is approved, University, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from University's, its agents, employee's or subcontractor's performance of this Agreement, University shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) University's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the University's SIR provision shall be interpreted as though the Agreement was an insurer and the COUNTY was the insured.

COUNTY expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by Tri-City Mental Health Authority Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and COUNTY shall be entitled to all legal remedies.

If the University fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement for cause.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. UNIVERSITY and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. UNIVERSITY shall not disclose any confidential records or other confidential information received from the COUNTY or prepared in connection with the performance of this Agreement unless COUNTY specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose of carrying out UNIVERSITY's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates UNIVERSITY shall upon COUNTY's request, return to COUNTY any COUNTY records which UNIVERSITY used or received from COUNTY to perform services under this Agreement.
- 10.03 Maintenance of Records. UNIVERSITY shall prepare, maintain, and preserve all reports and records that may be required by federal, state and COUNTY rules and regulations related to services performed under this Agreement. UNIVERSITY shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three year period, then UNIVERSITY shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the COUNTY shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the COUNTY or as part of any audit of the COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. COUNTY shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the COUNTY disclosed in connection with this Agreement without the prior written approval of COUNTY.

11.0 NON-DISCRIMINATION.

- 11.01 Non-Discrimination. In the performance of this Contract, UNIVERSITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. UNIVERSITY acknowledges that a violation of this provision shall subject UNIVERSITY to penalties pursuant to Section 1741 of the California Labor Code.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the COUNTY pursuant to a contract with the state or federal government in which the COUNTY is the grantee, UNIVERSITY will comply with all the provisions of said contract, to

the extent applicable to UNIVERSITY as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

12.02 Contractor Attestation. Also in accordance with the COUNTY's policies and procedures, COUNTY 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. COUNTY requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That 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*, incorporated herein as 'Exhibit C'.

12.03 Business Associate Agreement. To the extent necessary, COUNTY will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to assist, on COUNTY's behalf, in the development and implementation of the Psychiatric Advance Directives (PADS) Project, a multi-county collaborative Mental Health Services Act Innovation Project in the State of California. In accordance with the Health Insurance Portability and Accountability Act (HIPAA) and the associated HIPAA regulations (45 CFR Parts 160 and 164), Contractor shall establish and implement appropriate safeguards for any Protected Health Information (PHI), as deferred under HIPAA, that may be created, received, used or disclosed by them in connection with the development and implementation of PADs under this Agreement. In accordance with COUNTY's policies and procedures, Contractor will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY shall be solely liable for and obligated to pay directly all applicable taxes including federal and state income taxes and social security, arising out of UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold COUNTY harmless from any and all liability which COUNTY may incur because of UNIVERSITY's failure to pay such taxes.

14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the COUNTY and UNIVERSITY' S contract administrators at the addresses listed below:

FOR COUNTY

Rimmi Hundal, Executive Director
1717 N. Indian Hill Blvd. #B
Claremont, CA 91711
(909) 623-6131

FOR UNIVERSITY

Stuart Taub, Director
211 Lyman Hall
Syracuse, NY 13244
315-443-9356

15.0 MISCELLANEOUS PROVISIONS.

UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to UNIVERSITY, this obligation shall apply to UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

- 15.01 **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the COUNTY and the UNIVERSITY.
- 15.03 **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the COUNTY and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **UNIVERSITY.** The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.
- 15.05 **Dispute Resolution.** Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order),

the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution (“CPR”). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.

- 15.06 Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by UNIVERSITY without the express written consent of COUNTY. Any attempt by UNIVERSITY to assign the performance or any portion thereof of this Contract without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Contract.
- 15.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The COUNTY and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the COUNTY, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the COUNTY and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral,

between the COUNTY and the UNIVERSITY as of the effective date of this Agreement which is the date that the COUNTY signs the Agreement.

- 15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. COUNTY acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.
- 15.19 Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.20 Debarment. UNIVERSITY shall certify that neither UNIVERSITY nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where UNIVERSITY as the recipient of federal funds, is unable to certify to any of the statements in the certification, UNIVERSITY must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.
- 15.21 Lobbying. On best information and belief, UNIVERSITY certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, UNIVERSITY to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 15.22 Taxes. Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the UNIVERSITY.
- 15.23 Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Contract, UNIVERSITY shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. UNIVERSITY warrants that any software as modified through services provided hereunder will not infringe upon or

violate any patent, proprietary right, or trade secret right of any third party. UNIVERSITY agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold COUNTY and COUNTY Indemnitees harmless from any and all such infringement claims.

15.24 Changes. UNIVERSITY shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.

15.25 Change of Ownership/Name, Litigation Status, Conflicts with County Interests. UNIVERSITY agrees that if there is a change or transfer in ownership of UNIVERSITY's business prior to completion of this Contract, and the COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume UNIVERSITY's duties and obligations contained in this Contract, and complete them to the satisfaction of the COUNTY.

In addition, UNIVERSITY has the duty to notify the COUNTY in writing of any change in the UNIVERSITY's status with respect to name changes that do not require an assignment of the Contract. The UNIVERSITY is also obligated to notify the COUNTY in writing if the UNIVERSITY becomes a party to any litigation against the COUNTY, or a party to litigation that may reasonably affect the UNIVERSITY's performance under the Contract, as well as any potential conflicts of interest between UNIVERSITY and COUNTY that may arise prior to or during the period of Contract performance. While UNIVERSITY will be required to provide this information without prompting from the COUNTY any time there is a change in UNIVERSITY's name, conflict of interest or litigation status, UNIVERSITY must also provide an update to the COUNTY of its status in these areas whenever requested by the COUNTY.

The UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the UNIVERSITY, this obligation shall apply to the UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

15.26 Compliance with Laws. UNIVERSITY represents and warrants that services to be provided under this Contract shall materially comply, at UNIVERSITY's expense, with all, laws, statutes, restrictions, ordinances, , and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. Contractor acknowledges that COUNTY is relying on UNIVERSITY to ensure such compliance, and pursuant to the requirements of paragraph 8.0. UNIVERSITY agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

15.27 Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

- 15.28 Interpretation. This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- 15.29 Employee Eligibility Verification. The UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The UNIVERSITY shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by the law. The UNIVERSITY shall indemnify and hold harmless the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the UNIVERSITY or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 15.30 COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, COUNTY and UNIVERSITY have executed this Agreement as of the day and year written below.

TRI-CITY MENTAL HEALTH AUTHORITY

By: _____

Name: Rimmi Hundal

Title: Executive Director

Date: _____

SYRACUSE UNIVERSITY

By: _____

Stuart Taub

Director, Sponsored Programs

Date: _____

Approved as to Form:

DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____

Darold D. Pieper, General Counsel

Statement of Work

Psychiatric Advanced Directives (PADs) Mental Health Services Act Innovations Project Activities in Tri-City, California

I. SCOPE OF WORK

- A. With assistance and approval from the Multi- County PADs approved Project Manager, BBI will engage multiple subcontracts on the COUNTY's behalf and provide oversight of Subcontractors' budgets and invoices including approved direct and indirect costs. The administrative staff of BBI (under the direction of Ms. Foote and in coordination with the Project Manager) will provide detailed first level of oversight for all financial transactions of the project. All related operational, legal, fiscal activities are coordinated with departments of SU Offices of Sponsored Programs and Sponsored Accounting, Human Resources, Payroll, Purchasing, Disbursements and Information Technology Services. These activities include:
- Review of Subcontracts with outside parties to ensure completeness, accuracy, and conformity with COUNTY policies and applicable California State and Federal regulations.
 - Review of Subcontracts to ensure alignment with the Approved MHSA PADs Innovation project dated June 24, 2021.
 - Background vetting and checks of potential vendors.
 - Obtaining and issuing required tax forms.
 - Review of invoices for accuracy and compliance and within the scope of the project.
 - Ensure that payments to vendors made accurately and timely.
- B. BBI will serve as a subject matter expert in the fields of evaluation, disability rights, technology, legislation and policy advocacy, and other areas, to assist all parties, upon request and as needed and appropriate, in the development and implementation of this project. Peter Blanck, Ph.D, J.D. (Principal Investigator), and Jonathan Martinis, J.D., will lead this effort for BBI, along with other staff as needed. Diana Foote, M.B.A., BBI Director of Operations and Business Manager will provide oversight to the Project Coordinator and coordinate with SU departments to ensure fiscal activities are in compliance with all applicable regulations, and all required forms are obtained and filed.

II. APPROVED BUDGET, BUDGET NARRATIVE, AND PAYMENT TERMS

A. Operating Costs

1. **Direct Operating Costs** include salary and fringe costs for personnel and related costs to accomplish the objectives as described above.

A Project Coordinator (TBD) will provide an average of 0.84 calendar months of support to the project leads in Years 2 and 3 of the project, preparing and maintaining detailed documents necessary for the financial transactions of the project, and maintain project scheduling and draft project related documents.

Direct Operating Costs are budgeted at \$7,320 in Year 2 and \$9,260 in Year 3 for a total of \$16,580.

2. **Indirect Operating Costs** are generally calculated in accordance with Syracuse University's federally negotiated indirect cost rate agreement (Department of Health and Human Services, effective 05/21/2021), which is currently 26% of modified total direct costs (MTDC) for other, off-campus activities.

For this proposal, Syracuse University (BBI) is applying a reduced rate of 15% of modified total direct costs (MTDC) per the requirement.

Indirect Costs are budgeted at \$14,570 in Year 1, \$6,379 in Year 2 and \$3,331 in Year 3 for a total of \$24,280.

- B. **Subcontract Costs** include the direct and indirect costs for the following activities. The proposed Subcontractor for each activity is subject to change at the discretion of the COUNTY.

1. **Project Management** – the budget for case management and full project oversight is \$10,772 in Year 1, \$11,093 in Year 2 and \$7,472 in Year 3 for a total of \$29,337. The currently proposed Project Manager Contractor is Concepts Forward Consulting.
2. **PAD Training** – the total budget for training in PADs, participation in stakeholder discussion, COUNTY technical assistance, legislation expertise, personnel stipends and PADs presentations is \$14,036 in Year 1, \$7,912 in Year 2 and \$4,151 in Year 3 for a total of \$26,099. The currently proposed PAD Training Contractor is Laurie Hallmark.
3. **Evaluation** – the evaluation activities are budgeted at \$21,533 in Years 1 and 3, and \$21,534 in Year 2 for a total of \$64,600. The currently proposed Evaluation contractor is RAND Corporation.
4. **Media/Marketing** – contractor costs to provide expert consultation with stakeholders and create a statewide platform to educate about PADs are budgeted at \$6,761 in each year of the project for a total of \$20,283. The currently proposed Media/Marketing contractor is Idea Engineering.
5. **Technology Platform** – contractor costs to develop a secure, private and accessible PADs technology platform are \$20,739 in Year 1 and \$20,738 in Years 2 and 3 of the project for a total of \$62,215. The currently proposed Technology Platform contractor is Chorus.
6. **Peer Voice / Advocacy** – contractor costs to utilize peers to ensure shared lived experience and understanding facilitate the creation of PADs are \$23,290 in all three years of the project for a total of \$69,870.

Total costs for Contracts are \$97,131 in Year 1, \$91,328 in Year 2 and \$83,945 in Year 3 for a total of \$272,404.

III. APPROVED BUDGET: BUDGET SUMMARY

TRI-CITY – BBI – BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY					
EXPENDITURES					
	PERSONNEL COSTS (salaries, wages, benefits)	FY 22/23	FY 23/24	FY 24/25	TOTAL
1.	Salaries				
2.	Direct Costs				
3.	Indirect Costs				
4.	Total Personnel Costs				\$
OPERATING COSTS					
5.	Direct Costs		7,320	9,260	\$16,580
6.	Indirect Costs	14,570	6,379	3,331	\$24,280
7.	Total Operating Costs	14,570	13,699	12,591	\$40,860
NON-RECURRING COSTS (equipment, technology)					
8.	Equipment – laptop				
10.	Total non-recurring costs				\$
CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)					
11.	Project Management	10,772	11,093	7,472	\$29,337
11.	PAD Trainer	14,036	7,912	4,151	\$26,099
11.	Evaluation	21,533	21,534	21,533	\$64,600
11.	Media/Marketing	6,761	6,761	6,761	\$20,283
11.	Technology Platform	20,739	20,738	20,738	\$62,215
11.	Peer Advocacy / Voice	23,290	23,290	23,290	\$69,870
13.	Total Consultant Costs	97,131	91,328	83,945	\$272,404
OTHER EXPENDITURES (please explain in budget narrative)					
14.	Direct Costs				
15.	Indirect Costs				
16.	Total Other Expenditures				\$
BUDGET TOTALS					
	Personnel (total of line 1)				
	Direct Costs (add lines 2, 5, and 11 from above)	97,131	98,648	93,205	\$288,984
	Indirect Costs (add lines 3, 6, and 12 from above)	14,570	6,379	3,331	\$24,280
	Non-recurring costs (total of line 10)				
	Other Expenditures (total of line 16)				
	TOTAL INNOVATION BUDGET	111,701	105,027	96,536	\$313,264

IV. PAYMENT TERMS: COST REIMBURSEMENT

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of \$313,264 (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for COUNTY prior approval.

Reimbursement shall be made by the COUNTY upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly, but must be submitted at least quarterly in accordance with the Approved Budget.

The COUNTY shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University
Bursar's Office
Attn: Director, Sponsored Accounting
119 Bowne Hall
Syracuse, NY 13244
Email: contacct@syr.edu
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.



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

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 661 Authorizing the Executive Director to Execute the First Amendment to Agreement with Priority Building Services, LLC for Janitorial Services

Summary:

Staff is seeking Governing Board approval for the First Amendment with Priority Building Services, LLC for janitorial services for an approximate total annual amount of \$3,488 in order to accommodate the need for increased janitorial services for additional leased office space.

Background:

In July 2021, the Governing Board awarded an agreement with Priority Building Services, LLC, for Janitorial Services, to service all of Tri-City's locations. At its January 19, 2022 meeting, the Governing Board authorized entering into a Lease Agreement for additional office space at the Royalty building in Pomona; accordingly, additional janitorial services will be required. Based on the cost for services currently provided to all other Tri-City locations, the proposed costs for the additional space is in line with current rates per square footage.

Fiscal Impact:

The fiscal impact would be approximately \$274 for the remainder of Fiscal Year 2021-22 and \$3,488 annually going forward through Fiscal Year 2025-26, the remainder of the contract.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 661 authorizing the Executive Director to execute the First Amendment to the Agreement with Priority Building Services, LLC for janitorial services.

Attachments:

Attachment 7-A: Resolution No. 661 - DRAFT

Attachment 7-B: First Amendment to Agreement with Priority Building Services, LLC

AGENDA ITEM NO. 7

RESOLUTION NO. 661

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT WITH PRIORITY BUILDING SERVICES, LLC FOR JANITORIAL SERVICES

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) adopted Resolution No. 600 authorizing an Agreement with Priority Building Services, LLC for janitorial services, beginning on August 17, 2021 for three years, with an option to extend two additional years.

B. On January 19, 2022, the Governing Board adopted Resolution No. 633 authorizing a Lease Agreement with 1900 Royalty Drive, LLC, Lessor, for additional office space located at 1900 Royalty Drive, Suite 200, in Pomona, California.

C. The Authority desires to amend the Agreement with Priority Building Services, LLC, to increase compensation by \$274 per month for additional janitorial services, two days per week, at 1900 Royalty Dr, Suite 200, Pomona, CA 91767.

2. Action

The Governing Board approves and authorizes the Executive Director to execute the First Amendment to the Agreement with Priority Building Services, LLC for janitorial services effective June 15, 2022.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By: _____

By: _____



FIRST AMENDMENT

TO

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

TRI-CITY MENTAL HEALTH AUTHORITY

AND

PRIORITY BUILDING SERVICES, LLC

DATED

August 17, 2021

ATTACHMENT 7-B

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FIRST AMENDMENT

AGREEMENT
BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY
AND PRIORITY BUILDING SERVICES, LLC
FOR JANITORIAL SERVICES

1. PARTIES AND DATE

This First Amendment (“First Amendment”) is made and entered into as of June 15, 2022 (“First Amendment Date”), by and between Tri-City Mental Health Authority, a California joint powers authority (“TCMHA”) and Priority Building Services, LLC (the “Contractor”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. RECITALS

2.1. TCMHA and Contractor entered into an independent contractor Agreement effective August 17, 2021, (“Agreement”) for janitorial services as set forth in ‘Exhibit A’ (Scope of Services) which is incorporated into, and made a part of, said Agreement.

2.2. The Parties desire to amend the Agreement to increase compensation by adding the cost of \$274 per month for additional janitorial services, two days per week, at 1900 Royalty Dr, Suite 200, Pomona, CA 91767.

2.3. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this First Amendment.

3. AMENDMENT

Article 3 (Scope of Services) is amended to read as follows:

“3. SCOPE OF SERVICES.

Contractor shall provide the specified services and/or materials as set forth in the ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Janitorial Services incorporated into and made a part of this Agreement as ‘Exhibit B’; and said services and/or materials shall be extended to TCMHA site located at 1900 Royalty Dr, Suite 200, Pomona, CA 91767 as said forth, incorporated into, and made part of this Agreement as ‘Exhibit D’.”

4. REAFFIRMATION OF OTHER TERMS

Except as modified or changed herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

[END OF MOU. SIGNATURES PAGE FOLLOWS]

5. EXECUTION

The Parties have executed this Agreement as of the First Amendment Date.

TRI-CITY MENTAL HEALTH AUTHORITY

PRIORITY BUILDING SERVICES, LLC

By: _____
Rimmi Hundal, Executive Director

By: _____
Suzie DeLong, Regional Sales Manager

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

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

By: _____
Darold D. Pieper, General Counsel

EXHIBIT D

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1900 Royalty Dr. (Suite 200) in Pomona				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Tuesday and Thursday	1,000	.2235	50.00	548.00	3288.00	3288.00	3288.00	3288.00
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	.10	1	—	200.00	200.00	200.00	200.00	
Carpet Shampooing		N/A	N/A	N/A	N/A	N/A	N/A	
Exterior Power Washing		N/A	N/A	N/A	N/A	N/A	N/A	
TOTAL (the sum of Additional Services only)			—	200.00	200.00	200.00	200.00	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			548.00	3488.00	3488.00	3488.00	3488.00	



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

DATE: June 15, 2022
TO: Governing Board of Tri-City Mental Health Authority
FROM: Rimmi Hundal, Executive Director
SUBJECT: Executive Director's Monthly Report

My first two weeks as the Executive Director have been off to a good start. In this short amount of time, I have had the opportunity to meet the Claremont City Council and the La Verne City Council and the plan is to meet other community leaders in the next three to six months to better understand the mental health needs of the community and to introduce myself to the community.

Tri-City staff have formed a social committee and its first meeting took place in May. The purpose of this social committee is to build a stronger community within our agency. In the past two years, staff interactions declined and events were halted due to the pandemic and the hope for the committee is to bring back cohesion and build up morale. From June 20th through June 24th the social committee will host a kick-off for Tri-City's "Spirit Week" and the Wellness/Cultural Advisory Councils will partner with Tri-City's Social Committee for "Spirit Week". A voluntary "social hour" will be held virtually on June 23rd for staff to interact with each other and get to know the new and existing staff. The Cultural Inclusion Diversity Committee (CIDC) and all the sub-advisory councils will be highlighted in order to increase outreach and bring awareness to diversity within Tri-City.

HUMAN RESOURCES UPDATE

Staffing – Month Ending May 2022

- Total Staff is 183 full-time and 12 part-time plus 38 full time vacancies 8 part-time vacancies for a total of 231 positions.
- There were 7 new hires in May.
- There were 3 separations in May.

Workforce Demographics in May 2022

American Indian or Alaska Native	0.51%
Asian	10.26%
Black or African American	7.18%
Hispanic or Latino	57.95%
Native Hawaiian or Other Pacific Islander	0.51%
Other	7.69%

Governing Board of Tri-City Mental Health Authority
Monthly Staff Report of Rimmi Hundal
June 15, 2022
Page 2

Two or more races	1.03%
White or Caucasian	14.87%

Posted Positions in May 2022

- Accounting Technician (1 FTE)
- Clinical Supervisor I Access to Care (1 FTE)
- Clinical Therapist I/II Access to Care (3 FTEs) *1 hire pending*
- Clinical Therapist I/II - Adult (5 FTEs) *1 hire pending*
- Clinical Therapist I/II – Child & Family (4 FTEs) *1 hire pending*
- Clinical Wellness Advocate I/II/III (1 FTE)
- Community Navigator (1 FTE)
- Mental Health Specialist – Adult (2 FTEs)
- Mental Health Worker – Wellness Center (1 FTE)
- MHSA Program Supervisor – Wellness Center (1 FTE)
- Program Support Assistant II (1 FTE) *1 hire pending*
- Psychiatric Technician I/II/III (1 FTE) *1 hire pending*
- Senior Mental Health Specialist – Housing (1 FTE)
- Wellness Advocate – Wellness Center (1 FTE)

COVID-19 UPDATE

March 1, 2022 was the State required vaccination booster deadline for all healthcare workers who are booster eligible. As of June 8, 2022, Tri-City staff have a vaccination compliancy rate of 86.66% with a vaccination booster compliancy rate of 99.38%.



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

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance and Facilities Report

UNAUDITED FINANCIAL STATEMENTS FOR THE TEN MONTHS ENDED APRIL 30, 2022 (2022 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the ten months ended April 30, 2022. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$1.9 million. MHSA operations accounted for approximately \$2.2 million of the increase, which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 2021, Tri-City received MHSA funding of approximately \$15.4 million, of which \$8.4 million were for approved programs for fiscal 2021-22 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2021. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2021-22. In addition, during this current fiscal year 2021-22 approximately \$14.3 million in MHSA funding has been received of which \$3.5 million was identified and approved for use in the current fiscal year 2021-22 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$11.9 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The decrease in net position of approximately \$268 thousand is from Clinic outpatient operations, which is the result of operations for the ten months ended April 30, 2022 which includes one-time payments made at the beginning of the year.

Governing Board of Tri-City Mental Health
Rimmi Hundal, Executive Director
Monthly Staff Report of Diana Acosta
June 15, 2022
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The total cash balance at April 30, 2022 was approximately \$39.3 million, which represents an increase of approximately \$4.4 million from the June 30, 2021 balance of approximately \$34.9 million.

Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$1.3 million primarily as a result of the paid off mortgage. MHSA operations reflected an increase in cash of approximately \$5.6 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$14.3 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$7.6 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the ten months ended April 30, 2022. Additionally, \$508 thousand has been received through June 8, 2022.

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

We continue to closely monitor for any new developments and updated revenue projections from CBHDA. As such, planning appropriately to ensure we meet the needs of our community, and having the ability to make changes as we go will be necessary in the upcoming years, especially if projections wind up being significantly different than currently projected.

The Finance Department continues to turn their attention over to various projects including the development and completing the fiscal year 2022-23 Operating Budget, implementing Cerner, the new grants and the compensation study.

CalAIM:

Tri-City management is currently working with CBHDA and LA DMH to prepare for the transition away from a cost reimbursement model to a fee for service model that will be resulting from the CalAIM initiatives. A few months ago, we submitted a cost survey to CBHDA and LA DMH. As DHCS starts its rate setting process for payment reform, the survey, along with past cost report data will be utilized by CBHDA to advocate on behalf of the Counties for rates that are not only able to meet our current cost needs but that are also sustainable. The timeline for the rate setting process is expected to take us into January of 2023, at which time we expect to have rates established from DHCS. As always, Management will continue to keep the Board informed of progress or any changes we may see along the way.

MHSA Funding Updates

Estimated Current Cash Position – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the ten months ended April 30, 2022.

	MHSA
Cash at April 30, 2022	\$ 31,776,920
Receivables net of Reserve for Cost Report Settlements	(814,513)
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2021-22	(1,826,562) **
Reserved for future CFTN Projects including approved TCG Project	(1,247,389)
Total Estimated Adjustments to Cash	<u>(6,088,464)</u>
Estimated Available at June 30, 2022	<u><u>\$ 25,688,456</u></u>
MHSA funds received in FY 2021-22 in excess of budget estimate	\$ 1,759,630

* Per SB 192, Prudent Reserves are required to be maintained at an amount that does not exceed 33% of the average Community Services and Support (CSS) revenue received for the fund, in the preceding 5 years.

** Estimated based on adopted operating budget for fiscal year 2021-22, net of estimated revenue, including actual and estimated amounts to year end 06/30/2022.

FACILITIES DEPARTMENT

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

- The Pharmacy-The construction phase is now complete. Final steps and other administrative processes, including awaiting final certifications, are currently under way by Genoa in preparation for opening the pharmacy which is currently expected to take place some time during the summer.
- Electrical/Power Upgrade Project at 2001 N. Garey Ave. (MHSA Administrative Building): Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. As previously reported, a contractor was selected back in October of 2021 and the project is now considered substantially complete and currently pending final review/inspection.
- The Community Garden Upgrades: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project is currently still in the planning phase however progress continues to be made. The most recent update includes having received approval from the City to move forward on this project as of June 6, 2022 and the next phase will involve soliciting contractors through an RFP process. Target date of project completion continues to be closer to calendar year end 2022.
- Office Space Remodel at the MHSA Administrative Building: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project is currently in the planning phase however had been temporarily on hold until the Electrical/Power Upgrade Project noted above, is complete as this project is also being performed in the same building, however conceptual plans have been prepared. The next phase will involve submitting formal construction plans to the City for approval and once approved, soliciting contractors through an RFP process. Target date of project completion will be closer to calendar year end 2022.

Attachments

Attachment 9-A: April 30, 2022 Unaudited Monthly Financial Statements

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

	AT APRIL 30, 2022			AT JUNE 30, 2021		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Current Assets						
Cash	\$ 7,477,397	\$ 31,776,920	\$ 39,254,317	\$ 8,578,296	\$ 26,320,242	\$ 34,898,537
Accounts receivable, net of reserve for uncollectible accounts \$447,011 at April 30, 2022 and \$482,113 at June 30, 2021	3,557,071	2,024,429	5,581,500	3,656,192	2,344,087	6,000,279
Total Current Assets	<u>11,034,468</u>	<u>33,801,349</u>	<u>44,835,817</u>	<u>12,234,488</u>	<u>28,664,329</u>	<u>40,898,816</u>
Property and Equipment						
Land, building, furniture and equipment	3,845,897	9,753,469	13,599,365	3,778,377	9,595,862	13,374,238
Accumulated depreciation	(2,637,573)	(4,088,053)	(6,725,627)	(2,519,499)	(3,809,586)	(6,329,086)
Total Property and Equipment	<u>1,208,323</u>	<u>5,665,415</u>	<u>6,873,739</u>	<u>1,258,877</u>	<u>5,786,276</u>	<u>7,045,153</u>
Other Assets						
Deposits and prepaid assets	106,749	523,242	629,991	66,611	572,212	638,823
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>1,315,073</u>	<u>8,988,657</u>	<u>10,303,730</u>	<u>1,325,488</u>	<u>9,158,488</u>	<u>10,483,976</u>
Total Assests	<u>\$ 12,349,541</u>	<u>\$ 42,790,006</u>	<u>\$ 55,139,547</u>	<u>\$ 13,559,976</u>	<u>\$ 37,822,816</u>	<u>\$ 51,382,792</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,893,978	-	2,893,978	2,893,978	-	2,893,978
Total Deferred Outflows of Resources	<u>2,893,978</u>	<u>-</u>	<u>2,893,978</u>	<u>2,893,978</u>	<u>-</u>	<u>2,893,978</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 15,243,519</u>	<u>\$ 42,790,006</u>	<u>\$ 58,033,525</u>	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</u>
LIABILITIES						
Current Liabilities						
Accounts payable	267,429	1,446	268,875	554,813	1,144	555,956
Accrued payroll liabilities	253,254	385,842	639,097	587,125	115,353	702,478
Accrued vacation and sick leave	588,206	994,269	1,582,475	633,584	1,078,193	1,711,777
Reserve for Medi-Cal settlements	3,387,823	2,838,942	6,226,765	3,062,368	2,537,262	5,599,630
Current portion of mortgage debt	-	-	-	771,676	-	771,676
Total Current Liabilities	<u>4,496,712</u>	<u>4,220,499</u>	<u>8,717,211</u>	<u>5,609,565</u>	<u>3,731,951</u>	<u>9,341,517</u>
Intercompany Acct-MHSA & TCMH	<u>(143,415)</u>	<u>143,415</u>	<u>-</u>	<u>(314,268)</u>	<u>314,268</u>	<u>-</u>
Long-Term Liabilities						
Mortgages and home loan	-	58,872	58,872	-	58,872	58,872
Net pension liability	6,325,906	-	6,325,906	6,325,906	-	6,325,906
Unearned MHSA revenue	-	11,313,609	11,313,609	-	435,392	435,392
Total Long-Term Liabilities	<u>6,325,906</u>	<u>11,372,481</u>	<u>17,698,387</u>	<u>6,325,906</u>	<u>494,264</u>	<u>6,820,170</u>
Liabilities Subject to Compromise						
Class 2 General Unsecured Claims	-	-	-	-	-	-
Class 3 Unsecured Claim of CAL DMH	-	-	-	-	-	-
Class 4 Unsecured Claim of LAC DMH	-	-	-	-	-	-
Total Liabilities Subject to Compromise	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	<u>10,679,203</u>	<u>15,736,395</u>	<u>26,415,598</u>	<u>11,621,203</u>	<u>4,540,483</u>	<u>16,161,686</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	8,413,847	8,413,847
Deferred inflows related to the net pension liability	45,120	-	45,120	45,120	-	45,120
Total Deferred Inflow of Resources	<u>45,120</u>	<u>-</u>	<u>45,120</u>	<u>45,120</u>	<u>8,413,847</u>	<u>8,458,967</u>
NET POSITION						
Invested in capital assets net of related debt	1,208,323	5,665,415	6,873,739	487,201	5,786,276	6,273,477
Restricted for MHSA programs	-	21,388,196	21,388,196	-	19,082,210	19,082,210
Unrestricted	3,310,872	-	3,310,872	4,300,430	-	4,300,430
Total Net Position	<u>4,519,195</u>	<u>27,053,612</u>	<u>31,572,807</u>	<u>4,787,631</u>	<u>24,868,486</u>	<u>29,656,117</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 15,243,519</u>	<u>\$ 42,790,006</u>	<u>\$ 58,033,525</u>	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TEN MONTHS ENDED APRIL 30, 2022 AND 2021

	PERIOD ENDED 4/30/22			PERIOD ENDED 4/30/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 2,829,730	\$ 2,385,174	\$ 5,214,905	\$ 3,194,104	\$ 2,849,474	\$ 6,043,578
Medi-Cal FFP FYE Prior Year	15,205	45,779	60,984	126,765	1,894	128,659
Medi-Cal SGF-EPSDT	640,106	569,656	1,209,761	801,179	620,913	1,422,092
Medi-Cal SGF-EPSDT Prior Year	35,501	19,746	55,246	(29,906)	15,202	(14,704)
Medicare	10,087	4,508	14,595	791	1,270	2,061
Contracts	17,500	23,892	41,392	17,500	24,002	41,502
Patient fees and insurance	933	188	1,120	1,312	-	1,312
Rent income - TCMH & MHSA Housing	10,976	62,238	73,214	25,537	77,634	103,171
Other income	718	267	984	1,742	389	2,131
Net Operating Revenues	3,560,756	3,111,446	6,672,202	4,139,025	3,590,777	7,729,802
OPERATING EXPENSES						
Salaries, wages and benefits	6,599,760	9,724,941	16,324,701	6,459,375	10,029,161	16,488,536
Facility and equipment operating cost	706,460	1,158,146	1,864,606	547,668	944,009	1,491,676
Client lodging, transportation, and supply expense	164,210	593,630	757,840	251,197	1,361,445	1,612,641
Depreciation	138,508	356,057	494,565	121,751	350,227	471,978
Other operating expenses	529,392	1,026,326	1,555,718	491,105	1,062,694	1,553,799
Total Operating Expenses	8,138,330	12,859,099	20,997,429	7,871,095	13,747,535	21,618,629
OPERATING (LOSS) (Note 1)	(4,577,574)	(9,747,652)	(14,325,227)	(3,732,070)	(10,156,758)	(13,888,827)
Non-Operating Revenues (Expenses)						
Realignment	3,841,255	-	3,841,255	3,485,843	-	3,485,843
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
MHSA funds	-	11,870,954	11,870,954	-	13,246,166	13,246,166
Grants and Contracts	397,731	-	397,731	533,806	-	533,806
Cares Act Stimulus & Telehealth	-	-	-	185,943	-	185,943
Interest Income	13,220	62,888	76,108	24,245	117,783	142,028
Interest expense	(11,840)	-	(11,840)	(33,396)	-	(33,396)
Gain/(Loss) on disposal of assets	(1,464)	(1,064)	(2,528)	-	8,750	8,750
Total Non-Operating Revenues (Expense)	4,309,138	11,932,778	16,241,916	4,266,677	13,372,699	17,639,375
INCOME (LOSS)	(268,436)	2,185,126	1,916,690	534,607	3,215,941	3,750,548
INCREASE (DECREASE) IN NET POSITION	(268,436)	2,185,126	1,916,690	534,607	3,215,941	3,750,548
NET POSITION, BEGINNING OF YEAR	4,787,631	24,868,486	29,656,117	3,879,375	22,645,870	26,525,245
NET POSITION, END OF MONTH	\$ 4,519,195	\$ 27,053,612	\$ 31,572,807	\$ 4,413,982	\$ 25,861,811	\$ 30,275,793

(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
TEN MONTHS ENDED APRIL 30, 2022 AND 2021**

	PERIOD ENDED 4/30/22			PERIOD ENDED 4/30/21		
	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	\$ 3,963,910	\$ 3,726,288	\$ 7,690,198	\$ 5,562,809	\$ 4,679,126	\$ 10,241,935
Cash payments to suppliers and contractors	(1,727,584)	(2,728,829)	(4,456,413)	(1,328,981)	(3,667,080)	(4,996,061)
Payments to employees	(6,979,008)	(9,538,375)	(16,517,384)	(6,724,624)	(9,504,734)	(16,229,358)
	<u>(4,742,682)</u>	<u>(8,540,917)</u>	<u>(13,283,599)</u>	<u>(2,490,796)</u>	<u>(8,492,688)</u>	<u>(10,983,484)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	14,335,214	14,335,214	-	12,701,851	12,701,851
CalHFA-State Administered Projects	-	110	110	-	35,690	35,690
Realignment	3,841,255	-	3,841,255	3,485,843	-	3,485,843
Contributions from member cities	70,236	-	70,236	70,236	-	70,236
Grants and Contracts	417,420	-	417,420	500,841	-	500,841
Cares Act Stimulus & Sierra Telehealth Funds	-	-	-	185,943	-	185,943
	<u>4,328,911</u>	<u>14,335,324</u>	<u>18,664,235</u>	<u>4,242,863</u>	<u>12,737,541</u>	<u>16,980,405</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(89,419)	(236,261)	(325,680)	(143,296)	(212,930)	(356,226)
Principal paid on capital debt	(771,676)	-	(771,676)	(25,488)	-	(25,488)
Note receivable from Housing Development Project	-	-	-	-	(2,800,000)	(2,800,000)
Interest paid on capital debt	(11,840)	-	(11,840)	(33,396)	-	(33,396)
Intercompany-MHSA & TCMH	170,854	(170,854)	-	85,366	(85,366)	-
	<u>(702,080)</u>	<u>(407,115)</u>	<u>(1,109,195)</u>	<u>(116,813)</u>	<u>(3,098,296)</u>	<u>(3,215,109)</u>
Cash Flows from Investing Activities						
Interest received	14,953	69,385	84,338	38,963	193,008	231,971
Sale of investments	-	-	-	-	8,750	8,750
	<u>14,953</u>	<u>69,385</u>	<u>84,338</u>	<u>38,963</u>	<u>201,758</u>	<u>240,721</u>
Cash Flows from Reorganization Items						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	-	-	-	(325,000)	-	(325,000)
	<u>-</u>	<u>-</u>	<u>-</u>	<u>(325,000)</u>	<u>-</u>	<u>(325,000)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(1,100,899)	5,456,678	4,355,779	1,349,217	1,348,315	2,697,532
Cash Equivalents at Beginning of Year	8,578,296	26,320,242	34,898,537	7,395,355	23,736,461	31,131,816
Cash Equivalents at End of Month	<u>\$ 7,477,397</u>	<u>\$ 31,776,919</u>	<u>\$ 39,254,317</u>	<u>\$ 8,744,573</u>	<u>\$ 25,084,776</u>	<u>\$ 33,829,348</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
TEN MONTHS ENDING APRIL 30, 2022
(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	\$ 3,085,857	\$ 3,880,423	\$ (794,566)	\$ 2,601,062	\$ 3,253,396	\$ (652,334)	\$ 5,686,919	\$ 7,133,818	\$ (1,446,900)
Medi-Cal FFP Prior Year	16,581	-	16,581	49,923	-	49,923	66,504	-	66,504
Medi-Cal SGF-EPSDT	698,043	1,276,384	(578,341)	621,217	932,193	(310,977)	1,319,260	2,208,578	(889,318)
Medi-Cal SGF-EPSDT Prior Year	38,714	-	38,714	21,533	-	21,533	60,247	-	60,247
Medicare	10,087	1,667	8,420	4,508	1,667	2,841	14,595	3,333	11,262
Patient fees and insurance	933	1,750	(817)	188	-	188	1,120	1,750	(630)
Contracts	17,500	16,667	833	23,892	-	23,892	41,392	16,667	24,725
Rent income - TCMH & MHSA Housing	10,976	4,458	6,518	62,238	87,917	(25,679)	73,214	92,375	(19,161)
Other income	718	-	718	267	-	267	984	-	984
Provision for contractual disallowances	(318,653)	(257,840)	(60,813)	(273,380)	(165,169)	(108,211)	(592,033)	(423,009)	(169,024)
Net Operating Revenues	3,560,756	4,923,508	(1,362,753)	3,111,446	4,110,003	(998,557)	6,672,202	9,033,512	(2,361,309)
OPERATING EXPENSES									
Salaries, wages and benefits	6,599,760	7,672,611	(1,072,851)	9,724,941	11,259,891	(1,534,950)	16,324,701	18,932,502	(2,607,801)
Facility and equipment operating cost	708,247	710,778	(2,531)	1,160,782	1,083,973	76,809	1,869,029	1,794,751	74,278
Client program costs	155,442	210,819	(55,377)	556,743	977,932	(421,189)	712,185	1,188,751	(476,566)
Grants	-	-	-	78,269	70,833	7,436	78,269	70,833	7,436
MHSA training/learning costs	-	-	-	62,055	95,138	(33,084)	62,055	95,138	(33,084)
Depreciation	138,508	125,218	13,290	356,057	359,083	(3,026)	494,565	484,301	10,264
Other operating expenses	536,374	476,128	60,245	920,252	927,884	(7,632)	1,456,626	1,404,013	52,613
Total Operating Expenses	8,138,330	9,195,554	(1,057,224)	12,859,099	14,774,734	(1,915,635)	20,997,429	23,970,288	(2,972,859)
OPERATING (LOSS)	(4,577,574)	(4,272,046)	(305,529)	(9,747,652)	(10,664,731)	917,078	(14,325,227)	(14,936,777)	611,550
Non-Operating Revenues (Expenses)									
Realignment	3,841,255	3,296,120	545,135	-	-	-	3,841,255	3,296,120	545,135
Contributions from member cities & donations	70,236	70,236	-	-	-	-	70,236	70,236	-
MHSA Funding	-	-	-	11,870,954	12,222,954	(352,000)	11,870,954	12,222,954	(352,000)
Grants and contracts	397,731	287,755	109,976	-	-	-	397,731	287,755	109,976
Interest (expense) income, net	1,380	(20,506)	21,886	62,888	58,683	4,205	64,268	38,178	26,091
Other income-loss on disposal of assets	(1,464)	-	(1,464)	(1,064)	-	(1,064)	(2,528)	-	(2,528)
Total Non-Operating Revenues (Expense)	4,309,138	3,633,605	675,533	11,932,778	12,281,637	(348,859)	16,241,916	15,915,243	326,674
INCREASE(DECREASE) IN NET POSITION	\$ (268,436)	\$ (638,441)	\$ 370,005	\$ 2,185,126	\$ 1,616,907	\$ 568,219	\$ 1,916,690	\$ 978,466	\$ 938,224

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
TEN MONTHS ENDING APRIL 30, 2022**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)

Net Operating Revenues

Net operating revenues are lower than budget by approximately \$2.4 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2021-22** were approximately \$1.4 million lower than the budget. Medi-Cal FFP revenues were \$795 thousand lower for TCMH and \$652 thousand lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$417 thousand and the children program revenues were lower by \$378 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$481 thousand and the Children and TAY FSP programs were lower by \$171 thousand. Additionally, as a result of the fiscal year 2018-19 interim cost report settlement, a total of approximately \$67 thousand in prior year Medi-Cal FFP revenues were recorded to the current year operations.
- 2 Medi-Cal SGF-EPSDT revenues for fiscal year 2021-22** were lower than budget by \$889 thousand of which \$578 thousand lower were from TCMH and \$311 thousand lower were from MHSA. As was mentioned above, an additional \$60 thousand in prior year Medi-Cal SGF-EPSDT revenues were recorded to the current year operations. 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 \$11 thousand higher than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are higher than the budget by approximately \$25 thousand mainly from MHSA. The contract amount at MHSA 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 \$19 thousand. The rental income represents the payments collected from Genoa Pharmacy space leasing at the 2008 Garey, and from the tenants staying at the Tri-City apartments on Pasadena and MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2021-22 is \$169 thousand higher than budget.

Operating Expenses

Operating expenses were lower than budget by approximately \$3.0 million for the following reasons:

- 1 Salaries and benefits** are \$2.6 million lower than budget and of that amount, salaries and benefits are approximately \$1.1 million lower for TCMH operations and are \$1.5 million lower for MHSA operations. These variances are due to the following:
 - TCMH** salaries are lower than budget by \$602 thousand due to vacant positions and benefits are lower than budget by \$471 thousand.
 - MHSA** salaries are lower than budget by \$910 thousand. The direct program salary costs are lower by \$830 thousand due to vacant positions and the administrative salary costs are lower than budget by \$80 thousand. Benefits are lower than the budget by \$625 thousand. Of that, health insurance is lower than budget by \$348 thousand, retirement costs are lower by \$106 thousand, state unemployment insurance is lower by \$62 thousand and workers compensation is lower by \$56 thousand. Other insurance costs are lower by another \$53 thousand.
- 2 Facility and equipment operating costs** were higher than the budget by \$74 thousand due to the start up costs for a new Electronic Health Record system.
- 3 Client program costs** are lower than the budget by \$477 thousand mainly from MHSA due to lower FSP client costs.
- 4 Grants for fiscal year 2021-22** awarded under the Community Wellbeing project are \$7 thousand higher than the budget.
- 5 MHSA learning and training costs** are lower than the budget by approximately \$33 thousand.
- 6 Depreciation** is \$10 thousand higher than the budget.
- 7 Other operating expenses** were higher than the budget by \$53 thousand of which \$60 thousand higher were from TCMH and \$7 thousand lower were from MHSA. At TCMH, attorney fees were higher than budget by \$18 thousand, conference and mileage expenses were higher by \$16 thousand, personnel recruiting fees were higher by \$11 thousand, printing and other miscellaneous costs were higher by \$15 thousand. At MHSA, the lower costs were mainly from the professional fees and security expense offset by higher conference fees.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TEN MONTHS ENDING APRIL 30, 2022**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by \$327 thousand as follows:

- 1 **TCMH non-operating revenues** are \$676 thousand higher than the budget. Of that, realignment fund is higher than the budget by \$545 thousand due to the higher than normal receipts of the FY2020-21 Sales Tax General Growth and VLF General Growth. Contributions from member cities were in line with the budget. Interest income netted with interest expense is lower than the budget by \$22 thousand. Grants and contracts are higher than the budget by \$110 thousand including the City of Pomona Measure H program, Los Angeles County Covid-19 Community Equity Fund, Pomona Rental Assistance Program, Adverse Childhood Experiences grant, Continuum of Care Permanent Support Housing program, Crisis Care Mobile Units and Mental Health Student Services Act.

- 2 **MHSA non-operating revenue** is \$352 thousand lower than the budget. In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 9,210,946	\$ 9,210,946	\$ -
PEI funds received and available to be spent	2,355,742	2,355,742	-
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	304,266	656,266	(352,000)
Non-operating revenues recorded	<u>\$ 11,870,954</u>	<u>\$ 12,222,954</u>	<u>\$ (352,000)</u>

CSS and PEI recorded revenues are in line with the budgets.

INN recorded revenue is lower than the budget by \$352 thousand. This amount was included in the FY2021-22 budget in anticipation that a new Tri-City proposed INN program would be approved for operations by the MHSA Oversight and Accountability Commission. Unfortunately, it was not approved and therefore, the amount will not be recognized into revenue.

Interest income for MHSA is lower than budget by \$4 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TEN MONTHS ENDED APRIL 30, 2022 AND 2021

	PERIOD ENDED 4/30/22			PERIOD ENDED 4/30/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 2,829,730	\$ 2,385,174	\$ 5,214,905	\$ 3,194,104	\$ 2,849,474	\$ 6,043,578
Medi-Cal FFP FYE Prior Year	15,205	45,779	60,984	126,765	1,894	128,659
Medi-Cal SGF-EPSDT	640,106	569,656	1,209,761	801,179	620,913	1,422,092
Medi-Cal SGF-EPSDT Prior Year	35,501	19,746	55,246	(29,906)	15,202	(14,704)
Medicare	10,087	4,508	14,595	791	1,270	2,061
Realignment	3,841,255	-	3,841,255	3,485,843	-	3,485,843
MHSA funds	-	11,870,954	11,870,954	-	13,246,166	13,246,166
Grants and contracts	415,231	23,892	439,123	551,306	24,002	575,308
Contributions from member cities & donations	70,236	-	70,236	70,236	-	70,236
Patient fees and insurance	933	188	1,120	1,312	-	1,312
Rent income - TCMH & MHSA Housing	10,976	62,238	73,214	25,537	77,634	103,171
Other income	718	267	984	1,742	389	2,131
Interest Income	13,220	62,888	76,108	24,245	117,783	142,028
Gain on disposal of assets	(1,464)	(1,064)	(2,528)	-	8,750	8,750
Total Revenues	7,881,734	15,044,225	22,925,958	8,439,098	16,963,476	25,402,573
EXPENSES						
Salaries, wages and benefits	6,599,760	9,724,941	16,324,701	6,459,375	10,029,161	16,488,536
Facility and equipment operating cost	706,460	1,158,146	1,864,606	547,668	944,009	1,491,676
Client lodging, transportation, and supply expense	164,210	593,630	757,840	251,197	1,361,445	1,612,641
Depreciation	138,508	356,057	494,565	121,751	350,227	471,978
Interest expense	11,840	-	11,840	33,396	-	33,396
Other operating expenses	529,392	1,026,326	1,555,718	491,105	1,062,694	1,553,799
Total Expenses	8,150,170	12,859,099	21,009,269	7,904,491	13,747,535	21,652,025
INCREASE (DECREASE) IN NET POSITION	(268,436)	2,185,126	1,916,690	534,607	3,215,941	3,750,548
NET POSITION, BEGINNING OF YEAR	4,787,631	24,868,486	29,656,117	3,879,375	22,645,870	26,525,245
NET POSITION, END OF MONTH	\$ 4,519,195	\$ 27,053,612	\$ 31,572,807	\$ 4,413,982	\$ 25,861,811	\$ 30,275,793

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: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, LMFT, Executive Director

FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

ACCESS TO CARE

There was a total of 135 service requests made for adults 26 and older in the month of May at our Garey location. In terms of request type, 35 were walk-in service requests, 84 were called-in, there were 10 SRTS referrals/SRTS *hospital discharge* referrals, there were 4 in- writing referrals and 2 FSP/FCCS. There was a total of 13 service requests that were hospital discharges. There were 18 referrals received from IOET for adults.

Below is a breakdown of dispositions based on the 135 service requests received for May 2022:

- 2.22% (3) Pending disposition
- .74% (1) Already receiving MH services
- 80.74% (109) Initial Appointment Given
- .74% (1) Crisis 5150/5585 put on hold at service request
- 3.7% (5) Individual/collateral declined services
- 2.22% (3) Referred back to private insurance
- 3.7% (5) Referred to another MH agency
- .74% (1) Referred to another MH agency-SRTS
- 5.18% (7) Unable to contact individual/collateral

Intakes:

There was a total of 99 intakes initiated by staff during the month of May for both adults and children by the following departments: ATC, AOP, COP, FSP, SPT, and IOET.

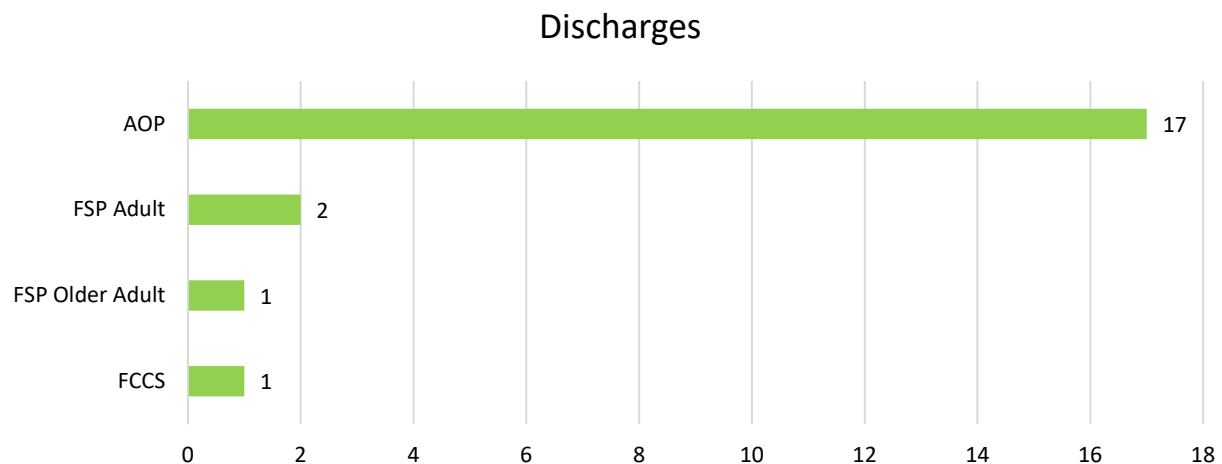
Individuals assessed were assigned to the following clinical programs:

- 40 AOP (40.4%)
- 44 COP (44.44%)
- 3 FSP Adult (3%)
- 1 FCCS (1%)
- 6 FSP Children (6%)
- 5 FSP TAY (5%)

(Total: 99)

Access to Care clinician Ponney initiated a total of 22 intakes which is 22.22% of the total number of intakes initiated for the month of May for the entire agency. Access to Care department when staffed appropriately previously completed approximately 50% of the intakes-initiated agency wide.

ADULT SERVICES



Intakes

The last 3 months the number of intakes for AOP are 69, 56, to 53 this month. The number of FSP intakes are 6, 3 to 3 this month. The FSP Older Adult intakes are similar in numbers at 0 intakes the last 3 months. FCCS intakes are 3, 2 to 1 this month. Overall, the total number of intakes provided are similar in numbers despite ongoing challenges with cancellations, no shows and staff retention.

Due to limited staffing of AOP and FSP Clinical Therapists it impacts our intake calendar (reducing # of intake slots). The shortage in Clinical Therapists continues to impact the intake slots available leading to intakes being scheduled several weeks in advance, which in turn leads to some clients no longer showing for intakes.

Discharges

There was a total number of 21 cases that were closed for this month and there are several in process to be closed. With outreach and discharge steps, staff are expediting closings and re-engaging clients.

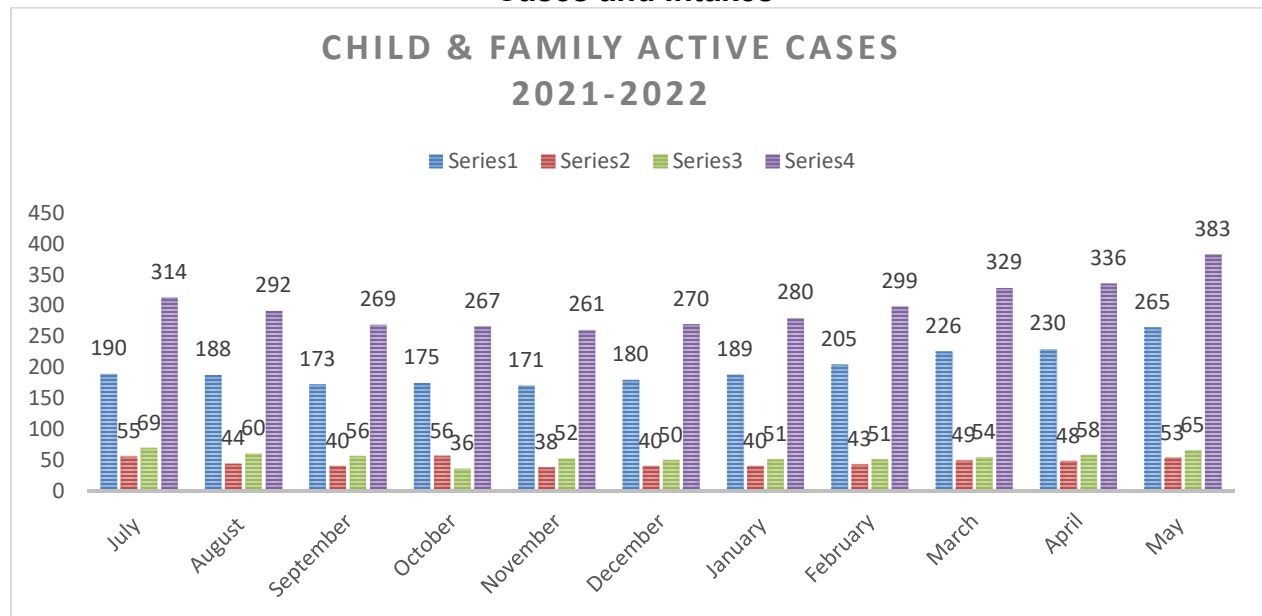
Active Clients

The last 3 months the number of active clients for AOP are 915, 896 to 892 this month. The number of FSP active clients are 115, 110 to 108 this month. The FSP Older Adult active cases are 19, 15 to 14 this month. FCCS's active cases are 20, 21 to 20 this month. Overall, the total number of active clients the last three months are 1069, 1042 to 1034 this month. Please note, adult department staffing shortages impacts frequency of client sessions and as a result, groups as well as Clinical Wellness Advocates (CWA) and Co-

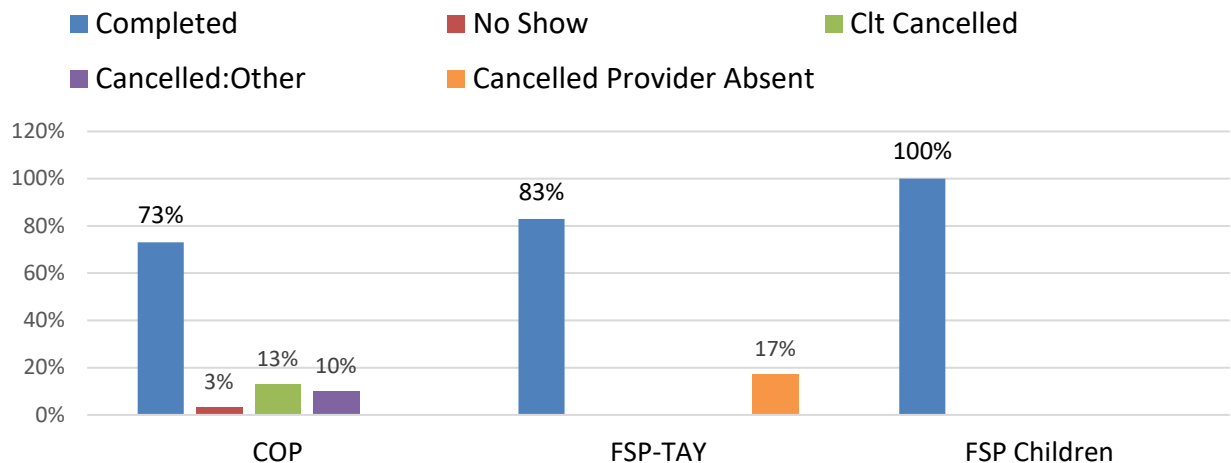
Occurring Support Teams (COST) assistance is being provided to clients at this time. To remedy staff shortage, the department will need additional clinical support. In addition, staff are actively discharging clients which may attribute to the decreased number of active cases this month.

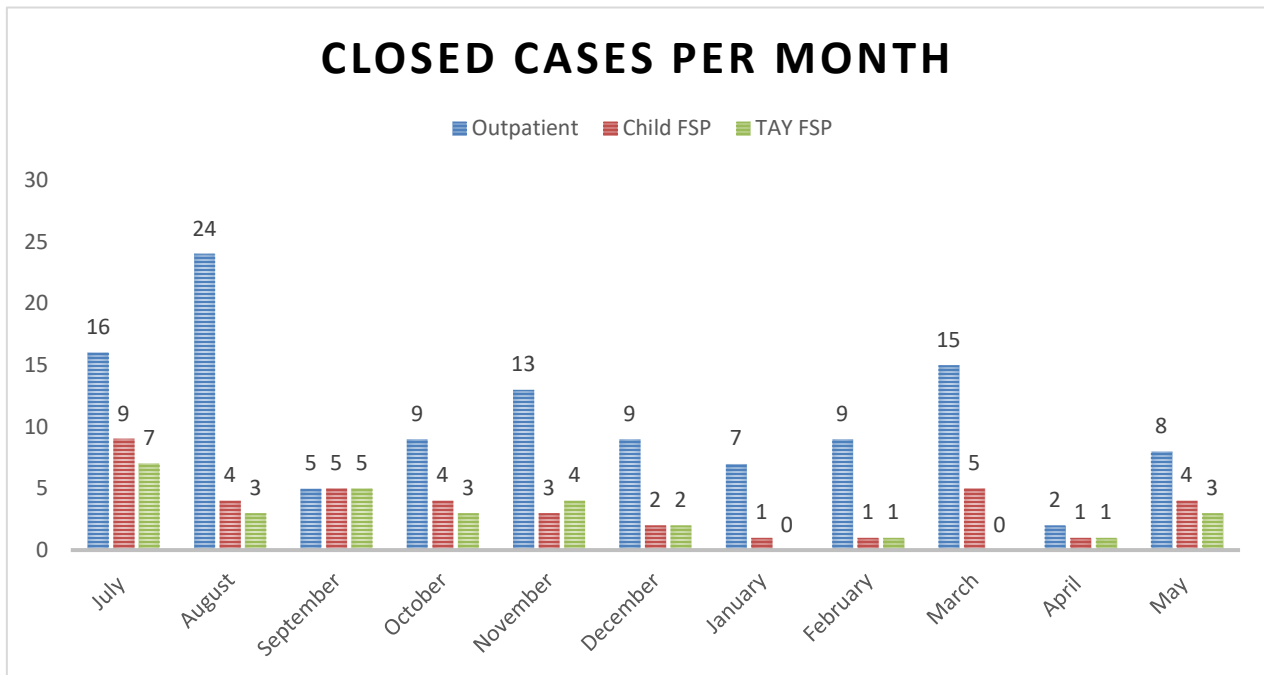
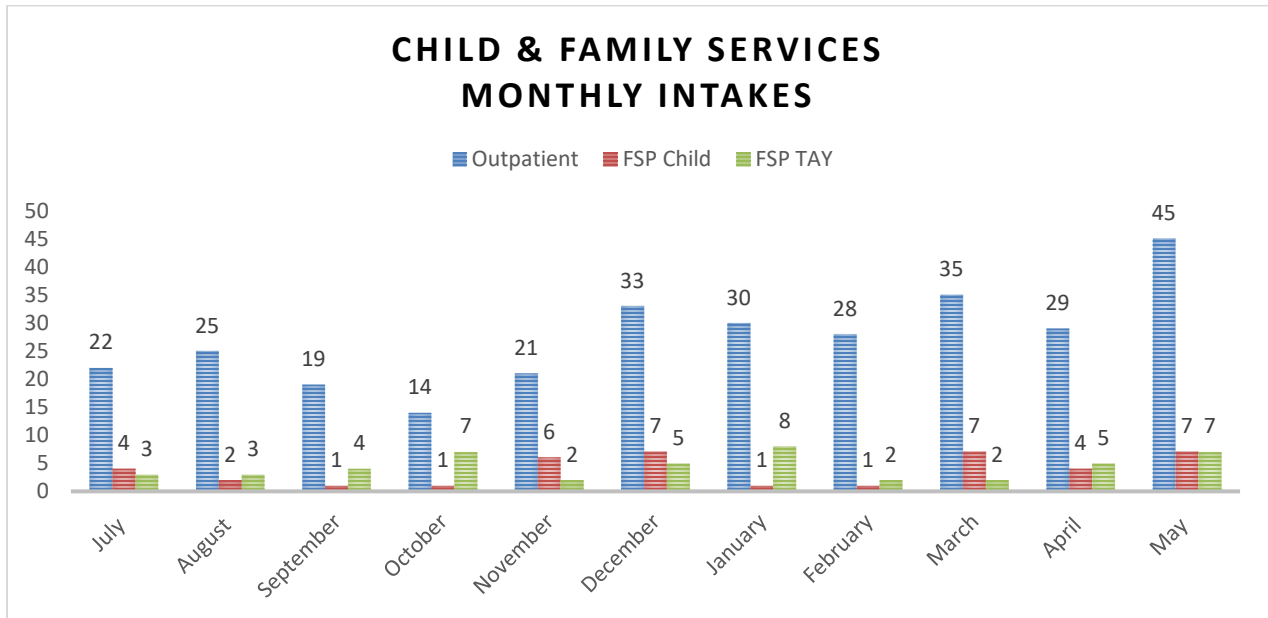
CHILD AND FAMILY SERVICES

**Child and Family Services
 Cases and Intakes**



Outcome for May Intake Appointments





Data overview:

This month there was a significant increase (55%) in number of intakes as well as percentages of intakes completed from last month (April – 50% to May 73%). Part of this increase can be attributed to the 18-25 population young adults seeking outpatient services moving to the CFS clinic. In April, there were 5 intakes completed for individuals ages 19-21 while in May there were a total of 18 intakes for individuals 18- 25. (7 for 19-21 year olds, 11 for 22-25).

This expansion in population has also led to more consistent attendance in appointments, last month 50% cancelled while this month there was only 26% of cancellations. The number of available intakes also increase as staff have been able to increase to weekly intakes and new staff are starting to complete intakes.

The increase in cases has also contributed to an increase in cases for outpatient and SPT staff which will also help to contribute to increase in service hours.

CLINICAL WELLNESS ADVOCATES (Peer Support Specialists)

The clinical wellness advocates team are working on the credential process for their staff. This will enable staff to bill for their services in the Medi-Cal systems.

THERAPEUTIC COMMUNITY GARDEN (TCG)



Above : (left) Elephant garlic s once dried, (center) Brussels Sprouts form on a late season plant (right) TGC Participant Summer Seed Kits

Internal And External Outreach

The TCG team has recently been working closely with clinical staff at Royalty to facilitate an activity for one of their child mental health groups. The group participants (ages 6 – 10) were each given a biodegradable pot, soil, California Poppy seeds, popsicle sticks, and markers. The participants had the chance to draw on their popsicle sticks before learning how to plant their flower seeds. The purpose of the activity was to engage the participants in a fun activity and to teach them how nature can help the children relax and calm themselves. These coping skills being a major focus of the group overall.

The children reported excitement in being able to be creative and learning how to plant their seeds. Clinical staff reported gratitude in having the TCG team be able to assist them with the activity and providing supplies for the children to put coping skills they have been learning into practice. The TCG team looks forward to continuing to create ways we can engage the community's youth.

Success Story

This month the TCG team has been able to bring back more groups for our participants as well as provide participants with plentiful harvests that Kyra has cultivated. TCG is working to come back in full force to be able to serve our participants and the community. Our successes this month are evidenced by the reported happiness of our participants for the return of more groups and harvests as well as community members such as the children from the Royalty group who enjoyed the planting activity.

Group Updates

Mindfulness Through Virtual Gardening returned in the middle of May. Participants have reported excitement in being able to resume learning about the mental health aspect of their wellness through participation in nature. The Mindfulness through Virtual Gardening Group occurs weekly on Wednesdays at 11AM. Reconnect in the Garden continues to occur the 1st and 3rd Friday of the month at 1PM and participants report excitement in learning about growing their summer plants. Recently participants also engaged in a discussion on drought conditions and how to water their gardens efficiently while being mindful of our state's drought conditions. TCG is planning to bring back Growing Youth Growing Gardens group in mid-June. Tentative start date 6/15/2022.

Staffing Updates

TCG will be fully staffed as of June 13, 2022. We have a new staff member will be joining TCG as our new Mental Health Specialist. The staff member is transferring from our Adult Outpatient department, and brings a lot of great experience to the team. Being fully staffed will allow TCG the opportunity to open previously closed groups, in addition to allowing TCG to create new groups and outreach more to the community.

HOUSING SUCCESS STORY

At the end of summer of 2021, a young adult resident of Pomona entered into services with TCMHA. They had been homeless as of 2017 when familial ties were broken. They completed their final year of High School and used a gifted car as shelter until it was stolen and started staying parks around Pomona. They managed to start working part-time which gave them income to begin staying in motels for a few weeks out of the month. Their work was impacted by the pandemic and they had to seek out work elsewhere. The year of 2021 saw the youth push to get enough work to save money for a car and was able to get stable employment at the start of 2022. In May, they applied for and were accepted for permanent supportive housing at Cedar Springs Apartments. They have expressed gratitude in finally being able to have safe and stable housing to be able to focus on their future.

CO-OCCURRING SUPPORT TEAM (COST)

Cost offers a variety of recovery support groups for clients including Transition Age Youth support groups, Women's Wellness and Recovery, Teen Recovery Group, SMART Recovery and Seeking Safety (a trauma and substance recovery support group).

Success Story

This month's success story comes from the Co-Occurring Support Team. Client is an older adult female that is enrolled in FSP Adult program. She had been experiencing a depression, delusions and stimulant dependence. Client initially began with AOP program over four years ago. Client has struggled with delusions for the past several years and has used stimulants to address her mental health issues. She has gone to multiple detox facilities over the years but has had limited success maintaining sobriety for any extended period. Client has been able to work with co-occurring counselors on harm reduction approaches, utilizing the big book of alcoholics anonymous, and reading the recovery prayers when she felt overwhelmed by her delusions. Client reports feeling comfort and success with these coping interventions. She is motivated to work on her recovery and has been attending 12- step support meetings on a daily basis, taking wellness walks, attending a women's support group and a seeking safety group weekly. She has been able to acquire a sponsor and appears to be motivated towards recovery in spite of her delusions. Co-occurring support counselor continues to work with client on the benefits of recovery and how she can use her spirituality to fight off her delusions. Client has also been connected to a local church that she started attending once a week and reports currently being sober for over 30 days and has reconnected with her son.



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

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Seeyam Teimoori, M.D., Medical Director

SUBJECT: Medical Director's Monthly Report

SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), and PACT TEAMS IN May 2022

IOET Program

- Number of all new outreach= 98
- Number client given intake appointments= 53
- Number of clients opened= 13
- Total number of ALL clients outreached= 286
- Total number of homeless served= 173
- Percentage of clients outreached that are homeless= 60%
- Percentage of clients enrolled this month in formal services that are homeless= 23%
- Total number clients outreached since inception= 4612
- Total number clients enrolled since inception= 1442

Service area:

- Pomona= 274
- Laverne= 8
- Claremont= 4
- Total= 286

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 0
- FSP-adult= 3
- FSP-TAY (Transition Age Youth) = 0
- AOP (Adult Outpatient Program) = 8
- COP (Children Outpatient Program) = 2
- FCCS (Field Capable Clinical Services) = 0
- FSP Children= 0

Governing Board of Tri-City Mental Health Authority
Monthly Staff Report of Dr. Seeyam Teimoori
June 15, 2022
Page 2

Health Issues:

- Number of initial health assessments completed= 27
- Number of clients linked to PCP appointments with IOET LPT= 24

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

- Number of new individuals added for the month= 24
- Number of closed individuals for the month= 26
- Number of holds written for the month= 5 holds
- Number enrolled in formal services for the month= 1
- Number pending intake appointment for the month= 0
- Number referred to IOET this month= 1

Pop Up Clinic

Total of attendees- 36

Vaccination Clinic-5/10/2022

Total Vax administered; 9



Tri-City Mental Health Authority Monthly Staff Report

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

BY: Dana Barford, MHSA Projects Manager

SUBJECT: Monthly MHSA and Ethnic Services Report

ETHNIC SERVICES

In celebration of PRIDE Month, the RAINBOW Advisory Council will host “Starting the Conversation: How to Support Social Inclusion in LGBTQ+ Communities”. This round table webinar will be hosted on June 22nd and is open to all Tri-City staff. It will provide an overview on how to foster safe, affirming, and welcoming conversations with LGBTQ+ individuals and families. Panelists will share their own lived experiences and information on local LGBTQ+ organizations. We look forward to increasing awareness, and inclusion and ultimately creating a stronger alliance within our agency.

The African American Family Wellness Advisory Council (AAFWAC) partnered with NAACP Pomona Valley to host an informational booth which was held on June 14th and 15th. The council hosted a table at Tri-City’s adult outpatient clinic to bring awareness to the history of Juneteenth, the date commemorating the emancipation of enslaved African Americans, and why it is celebrated. Activities included trivia, giveaways, and treats. Additionally, resources to local events in celebration of Juneteenth were provided.

COMMUNITY PLANNING

The new Capital Facilities and Technological Needs plan was posted on Tri-City’s website on May 11, 2022, for a 30-day public comment period. Through this project, Tri-City Mental Health (TCMH) intends to expend existing MHSA funds in the amount of \$767,000 to implement several technology projects including wireless network refresh, overhead paging upgrade, software adoption and security upgrade. Multiple copies of this plan were distributed throughout the Tri-City area for community feedback. No comments, written or verbal, were received from stakeholders regarding this plan. This plan was then presented to the Mental Health Commission on June 14 and was unanimously endorsed and is now presented to Tri-City’s Governing Board for approval.

COMMUNITY NAVIGATORS

In collaboration with the Hope for Home cohort, Tri-City continues to have 5 beds available for designated Tri-City referrals. Although Hope for Home is currently on quarantine, all Tri-City beds are all being utilized. A recent example of this important resource involves an individual from Claremont who was difficult to engage.

However, after a year of dedication and persistence, the Community Navigators were able to successfully place him in Hope for Home and he is now working on reuniting with this son.

Another successful placement involves a client that was initially connected to the Motel Voucher program. With the support of the Navigators, the client was able to qualify for a Section 8 Voucher and is now permanently housed with her children.

The final example involved several weeks of researching various resources to find shelter for an older adult from Claremont who had specific medical needs. After collaborating with LAHSA, the Community Navigators were able to successfully place her in a shelter program that was able to offer her the additional medical support she needed.

WORKFORCE EDUCATION AND TRAINING (WET)

In March 2022, the WET department launched Tr-City's new Loan Repayment Program. This program is a financial incentive designed to improve employee retention and all full-time staff are eligible to apply. The deadline for application submission is June 20 and qualified staff who are selected will receive payments up to \$7,500 payable directly to fund student loan payments upon completion of their 12-month required service obligation. Additionally, staff members completed 199 courses over 180 hours using Relias, an online learning platform. Tri-City Social Media accounts have been active and have reached 1364 people on Facebook, 389 on Instagram, 472 on Twitter, and 121 on LinkedIn.

PREVENTION AND EARLY INTERVENTION (PEI)

Community Wellbeing

Twenty-one communities were interviewed during the final phase of awarding the Community Wellbeing [CWB] Grants. Of the 21 applicants interviewed, 13 communities representing Pomona, La Verne, and Claremont, were selected to receive a grant averaging \$6,500. The CWB Grant contracts are now presented to Tri-City's Governing Board for final approval.

Community Trainings

PEI program staff completed a three-phase training series on Motivational Interviewing [MI] in preparation to meet the increasing demand from community-based organization requesting this training for their community members. MI is a collaborative, goal-oriented style of communication, designed to strengthen personal motivation for and commitment to a specific goal by eliciting and exploring the person's own reasons for change within an atmosphere of acceptance and compassion.

Finally, the 4th webinar in the series, Reaching your Wellness Goals, was presented to community members looking to improve their Social-Emotional Wellness through education, awareness and goal setting.

Peer Mentor Program

During the month of May, peer mentors participated in a presentation on the Recovery Model as well as wrapping up the 2021-22 fiscal year. During this time, mentors reflected on their many accomplishments over the past year as well as sharing new ideas and recommendations with staff for future programming.

Stigma Reduction

For May Mental Health Awareness Month, numerous events took place including virtual and in-person activities, webinars, virtual toolkit, and social media content incorporated with California Mental Health Services Authority's [CalMHSA] new statewide mental health campaign: Take Action 4 Mental Health. Tri-City partnered with Just Us 4 Youth (JU4Y) and hosted a virtual peer-to-peer led listening circle event that discussed self-care, community care, and suicide prevention. Tri-City also participated in Gente Organizada's Here and Queer Resource Fair for queer and trans-youth and their families through tabling and promoting Tri-City services and programs.

In person and virtual events were hosted by Tri-City, in partnership with K-12 public/private schools, community-based organizations, and LA County's WeRise 2022. Additionally, program staff facilitated art workshops for K-12 public/private schools and college campuses and received 84 artwork submissions to Creative Minds, a community art gallery where local artists of every skill level can showcase their art to help promote mental health and wellness.

Lastly, on Tri-City's Instagram account, weekly self-care challenges were posted for followers to participate and practice self-care, promotion of mental health activities and Wellness Wednesdays which provided new information on mental health with the goal of increasing mental health knowledge.

WELLNESS CENTER

The Wellness Center actively joined in the celebration of May Mental Health Month which included a variety of activities designed to support the wellbeing of both the staff and community. One of the featured events included the annual Wellness Center Talent Show. This virtual event featured local participants who performed a variety of music, art, and poetry selections.

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of MHSA
June 15, 2022
Page 4

In support of the local NAMI Pomona Valley chapter, several Wellness Center staff volunteered to participate in this year's NAMI Walk. Organizers for the event expressed their gratitude to staff for attending and supporting this important annual event.

During the month of June, the Wellness Center is planning their annual Senior Retreat. This month-long, virtual event focuses on older adults who are invited to participate in a series of activities with the goal of reducing the isolation that many seniors have experienced during the COVID lockdowns.

INNOVATION

On May 26, 2022, Tri-City's new Innovation project, Psychiatric Advance Directives Multi-County Innovation Project, was unanimously approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC). This was the final step in the development and approval process for this important project. The proposal was unanimously approved by the MHSOAC and Tri-City staff will begin the implementation process on July 1, 2022.



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Center
Rimmi Hundal, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

COMPLIANCE & BEST PRACTICES

Compliance Program Overview

This month's board report highlight will include a short overview presentation on the agency's compliance program.

CalAIM - California Advancing and Innovating Medi-Cal

The Best Practices division is in the process of developing and implementing two major requirements associated with the CalAIM initiative. Both requirements will be implemented July-2022.

- A. Documentation Redesign – Modifies clinical documentation requirements in order to standardize and streamline behavioral health documentation requirements for specialty mental health services (SMHS).
- B. No Wrong Door Policy – Broadens criteria for accessing services, as well as for service claiming/reimbursement, in order to ensure that Medi-Cal beneficiaries can: 1) Receive timely services regardless of the delivery system that they request care and 2) Continue treatment services with established providers throughout the system of care, without interruption.

As a review, CalAIM (California Advancing and Innovating Medi-Cal) is a DHCS initiative that is being implemented over the next few years, with the goal of transforming California's Medi-Cal program and to make services more standardized and equitable across the state.



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

DATE: June 15, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Ken Riomales, Chief Information Officer

SUBJECT: Monthly Information Technology Report

I.T. OPERATIONS UPDATE

For the month of May 2022, the I.T. department received 274 support requests. The three month rolling average is 256 tickets.

The following are updates to the high priority projects (but not exclusive) under the purview of I.T.:

- Cerner Implementation
 - After careful consideration and planning, it was decided that the Tri-City Cerner Go-Live be moved from June 28, 2022, to August 16, 2022. The reasoning for the move is as follows:
 - The week of August 16 is the first available slot our existing Cerner team would be available to support us. We felt it was important to maintain continuity and ensure the individuals helping us build our EHR instance, would be the same people supporting us when we go-live.
 - To align with fiscal year transitions, it was determined that going live after July 1, 2022, would allow a cleaner transition to Cerner billing.
 - The additional time will help Tri-City better plan and implement versus rushing the deliverables.
 - Next Steps
 - Continue build work for Tri-City Cerner instance
 - End user training scheduled to begin 7/5 – 8/12
 - Finalize workflows
 - Complete Technical Requirements for Implementation

INTEROPERABILITY/DATA EXCHANGE

Efforts are on-going to meet and coordinate with LA DMH to clarify and solidify Tri-City requirements in relation to CalAIM. Part of this is determining the level of required interoperability. A tentative meeting has been scheduled for 6/30.