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

Founded by Pomona, Claremont, and La Verne  
in 1960



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

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## GOVERNING BOARD AGENDA

WEDNESDAY, FEBRUARY 15, 2023  
5:00 P.M.

### MEETING LOCATION

There will be no in-person public meeting location. On September 16, 2021, the Legislature amended the Brown Act provisions regarding teleconferencing through Assembly Bill No. 361, codified under Government Code § 54953. Accordingly, the Governing Board will hold this public meeting via teleconference and the public seeking to observe and to address the Governing Board may participate telephonically or otherwise electronically.

Please click the link below to join the meeting:

<https://tricitymhs-org.zoom.us/j/82778164839?pwd=T2xsUVB5YVZ0VkFDMVAzdjJobE5mdz09>

Passcode: awFL+Wy4

Or Telephone: 1-213-338-8477

Webinar ID: 827 7816 4839

Passcode: 35661232

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

*The public can make a comment during the meeting by using the 'raised hand' feature, or by calling in, if they wish to address a particular agenda item or to make a general comment on a matter within the subject matter jurisdiction of the Governing Board. The Chair will call on the member of the public at the appropriate time and allow the person to provide live comment. The public can also submit a comment by writing an email to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org). All email messages received by 3:30 p.m. will be shared with the Governing Board before the meeting. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.*

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

### CALL TO ORDER

Chair Leano calls the meeting to Order.

**ROLL CALL**

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

**POSTING OF AGENDA**

The Agenda is posted 72 hours prior to each meeting at the following Tri-City locations: 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; and on the Tri-City’s website: <http://www.tricitymhs.org>

**CONSENT CALENDAR****1. APPROVAL OF MINUTES FROM THE JANUARY 18, 2023 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of January 18, 2023.”

**2. CONSIDERATION OF RESOLUTION NO. 697 ADOPTING THE AUTHORITY’S CLAIMS AND LITIGATION POLICY AND PROCEDURE NO. I.25 EFFECTIVE FEBRUARY 15, 2023**

Recommendation: “A motion to adopt Resolution No. 697, establishing the Authority’s Claims and Litigation Policy and Procedure No I.25, effective February 15, 2023.”

**3. APPROVAL FOR THE DISPOSAL OF OBSOLETE OR DAMAGED I.T. EQUIPMENT**

Recommendation: “A motion to approve the disposal of I.T. equipment listed on the I.T. Equipment List for Disposal-February 2023.”

**NEW BUSINESS****4. CONSIDERATION OF RESOLUTION NO. 698 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF POMONA FOR THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) HOMELESS PROGRAM GRANT IN THE AMOUNT OF \$69,500**

Recommendation: “A motion to adopt Resolution No. 698 authorizing the Executive Director to execute a Professional Services Agreement with the City of Pomona for the SGVCOG Homeless Program Grant in the Amount of \$69,500.”

**5. APPROVAL OF RESOLUTION NO. 699 AUTHORIZING THE PURCHASE OF DESK PHONE HARDWARE AND SUPPORT FOR 285 STAFF WORKSPACES AND COMMON AREAS FROM INTELLITECH, INC. IN THE AMOUNT OF \$36,788.63**

Recommendation: “A motion to adopt Resolution No. 699 authorizing the purchase of desk phone hardware and support from Intellitech, Inc. in the Amount of \$36,788.63.”

**MONTHLY STAFF REPORTS**

- 6. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT**
- 7. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
- 8. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
- 9. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
- 10. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
- 11. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

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

**GOVERNING BOARD COMMENTS**

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

**PUBLIC COMMENT**

The public can make a comment during the open meeting by using the ‘raised hand’ feature, or by calling-in, if they wish to make a general comment on a matter within the subject matter jurisdiction of the Governing Board. The public can also make a comment before the meeting by writing an email to [molmos@tricitymhs.org](mailto:molmos@tricitymhs.org). All emails received by 3:30 p.m. will be shared with the Governing Board before the meeting. 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.

**CLOSED SESSION**

The Governing Board will recess to a Closed Session pursuant to:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code § 54956.9)

Case Name or Reference: Patricia Kears v. Tri City Mental Health Authority, Warkitha Torregano, et al.

Case Number: 21PSCV00953

Venue: Los Angeles Superior Court

**RECONVENE TO OPEN SESSION**

The Governing Board will reconvene to an Open Session.

**CLOSED SESSION REPORT**

Any reportable action taken is announced.

**ADJOURNMENT**

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, March 15, 2023 at 5:00 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS  
JPA ADMINISTRATOR/CLERK



**1. APPROVAL OF THE MINUTES FROM THE JANUARY 18, 2023 GOVERNING BOARD REGULAR MEETING**

This Agenda Item will be distributed on Tuesday, February 14, 2023.



Tri-City Mental Health Authority  
AGENDA REPORT

**DATE:** January 15, 2023

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

**FROM:** Rimmi Hundal, Executive Director

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

**SUBJECT:** Consideration of Resolution No. 697 Adopting the Authority's Claims and Litigation Policy and Procedure No I.25, Effective February 15, 2023

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Summary:

At the request of Tri-City Mental Health Authority (TCMHA) Governing Board, the General Counsel drafted a claims and litigation policy that establishes protocols regarding how claims shall be investigated and adjusted by the Risk Manager, and reporting procedures to the Authority's Governing Board and insurance carriers.

Background:

At its meeting of January 18, 2023, the Governing Board provided comment and requested minor changes to the draft policy that TCMHA's General Counsel prepared for handling claims and litigation against the Authority. Said changes have been incorporated in the final draft of the Policy and is being presented for formal approval.

Staff and the General Counsel conformed to the draft policy, and any proposed changes, prior to the formal adoption of the policy.

Fiscal Impact:

There is no fiscal impact associated with the recommendation.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 697, establishing the Authority's Claims and Litigation Policy and Procedure No I.25, effective February 15, 2023.

Attachments

*Attachment 2-A:* Resolution No. 697- DRAFT

*Attachment 2-B:* Claims and Litigation Policy and Procedure No I.15- DRAFT

**RESOLUTION NO. 697**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S CLAIMS AND LITIGATION POLICY AND PROCEDURE NO. I.25 EFFECTIVE FEBRUARY 15, 2023**

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

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

A. Tri-City Mental Health Authority ("Authority" or "TCMHA") desires to adopt Policy and Procedure No. I.25, Claims and Litigation, to establish guidelines for handling claims and litigation against the Authority.

B. This policy establishes protocols and responsibilities pursuant to Government Code 935 et seq.; how claims shall be investigated and adjusted by the Risk Manager; and reporting procedures to the Authority's insurance carriers and Governing Board.

**2. Action**

The Governing Board approves the Authority's Claims and Litigation Policy and Procedure No. I.25, effective February 15, 2023.

**3. Adoption**

PASSED AND ADOPTED at a regular meeting of the Governing Board held on February 15, 2023 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:\_\_\_\_\_



TRI-CITY MENTAL HEALTH AUTHORITY  
**POLICY & PROCEDURE**

<b>SUBJECT:</b>  <b>Claims and Litigation</b>	<b>POLICY NO.:</b>  <b>I.25</b>	<b>EFFECTIVE DATE:</b>  <b>02/15/2023</b>	<b>PAGE:</b>  <b>1 of 3</b>
<b>APPROVED BY:</b> <b>Governing Board</b>  <b>Executive Director</b>	<b>SUPERCEDES:</b>  <b>New</b>	<b>ORIGINAL ISSUE DATE:</b>  <b>02/15/2023</b>	<b>RESPONSIBLE PARTIES:</b> <b>Executive Director</b> <b>Chief Financial Officer</b> <b>JPA Administrator/Clerk</b>

**1. PURPOSE**

To establish guidelines for handling claims and litigation against the Authority.

**2. POLICY**

**2.1 Claims**

- 2.1.1** All claims, amendments thereto, applications for leave to present a late claim shall be delivered to JPA Administrator/Clerk (Clerk) by personal delivery or the U.S. Mail at 1717 North Indian Hill Boulevard, Suite B, Claremont, CA 91711-2788. Claims may also be mailed to the attention of the Governing Board at the same address. Claims submitted by email are not authorized.
- 2.1.2** The Clerk shall immediately forward a copy of any such document to the Executive Director, the Chief Financial Officer, and the General Counsel.
- 2.1.3** The Chief Financial Officer, acting as the Risk Manager, is responsible for administering claims against the Authority, pursuant to Government Code 935 et seq. and as hereinafter provided. All claims shall be investigated and adjusted by the Risk Manager, and shall be reported to the Authority's insurance carriers as appropriate.
- 2.1.4** The Risk Manager shall provide a monthly report to the Governing Board listing all claims against the Authority, if any, and their current status.
- 2.1.5** The Executive Director, with the approval of the General Counsel, shall have the authority to allow, deny or compromise all claims wherein the amount paid in settlement does not exceed \$25,000. Claims in excess of that amount shall be approved by the Governing Board.





<b>SUBJECT:</b> Claims and Litigation	<b>POLICY NO.:</b> I.25	<b>EFFECTIVE DATE:</b> 02/15/2023	<b>PAGE:</b> 2 of 3
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## 2.2 Litigation

**2.2.1** All litigation documents shall be served on the Clerk. The Clerk shall note the date and time of receipt and immediately forward a copy of any such document to the Executive Director, the Chief Financial Officer, and the General Counsel.

**2.2.1.1** In the event the document relates to existing litigation where outside counsel is representing the Authority, the Clerk shall also immediately forward a copy to outside counsel or confirm that counsel already has received a copy.

**2.2.1.2** In the event another Authority employee shall be served with a court-related document, the employee shall note the date and time of receipt and immediately forward it to the Clerk for processing.

**2.2.2** The Authority shall retain the services of outside counsel experienced in general civil litigation and employment litigation on a stand-by basis so that any litigation served on the Authority can be answered on a timely basis. The Executive Director, with the approval of the General Counsel, is authorized to enter into an engagement agreement (Engagement) with stand-by outside counsel for the purpose of handling litigation in an amount not to exceed \$25,000.

**2.2.3** The General Counsel shall immediately inform the Governing Board by confidential email of the receipt of any complaint and the intended handling of that complaint prior to the next regular meeting of the Governing Board. The General Counsel may request the Chair call a special meeting of the Governing Board to discuss the litigation if deemed necessary.

**2.2.4** The General Counsel shall schedule a closed session of the Governing Board at its next regular meeting to discuss the complaint and its intended handling. The General Counsel shall thereafter schedule such closed sessions of the Governing Board as deemed necessary to keep the Governing Board informed and to seek its guidance.

**2.2.5** The Chief Financial Officer shall provide the General Counsel with monthly reports on the cost of litigation incurred to date, and the General Counsel shall report those amount to the Governing Board monthly by confidential memorandum.



<b>SUBJECT:</b> <b>Claims and Litigation</b>	<b>POLICY NO.:</b> <b>I.25</b>	<b>EFFECTIVE DATE:</b> <b>02/15/2023</b>	<b>PAGE:</b> <b>3 of 3</b>
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**2.2.6** The budget for all litigation in excess of \$25,000 shall be established by the Governing Board, and it shall approve all budget amendments. The Governing Board retains the authority to select outside litigation counsel beyond the initial Engagement.

**2.2.7** The Executive Director and the General Counsel shall notify the Governing Board of any claim or discrimination complaint when it appears that it is reasonably likely to give rise to litigation.

**2.2.8** For any claim or lawsuit in which a written offer of compromise has been received which would otherwise require Governing Board approval, the Executive Director shall consult with the General Counsel and any outside counsel and determine whether the offer is bona fide and requires Governing Board consideration. The Executive Director shall have the authority to reject any offer that the Governing Board and General Counsel deem not bona fide.

### **3. REFERENCES**

3.1 Government Code 935 et seq.



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

**DATE:** February 15, 2023  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Rimmi Hundal, Executive Director  
**BY:** Brian Cesario, Systems Administrator  
**SUBJECT:** Approval of the Disposal of Obsolete or Damaged I.T. Equipment

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Summary:

I.T. is seeking approval from the Government Board to authorize the e-Recycling of decommissioned Tri-City I.T. hardware. Please reference the attached document for a list of devices in question.

Background:

The list is comprised of end-of-life hardware, damaged or unusable devices, as well as items that are no longer supported by their respective manufacturer's. The recycling of these devices is needed to create more storage space for current I.T. inventory.

NOTE: All PC's e-recycling follow proper security protocol, with I.T. pulling the hard drives from the units and contacting the Tri-City partner, Iron Mountain, for proper disposal of sensitive data.

Fiscal Impact:

The hard drive (data storage components) destruction component of this item will cost the agency \$4,017. The approximately 500 hard drives will be destroyed on-site in a mobile data destruction apparatus. Disposal of the computers, laptops, and monitors will not incur any expense to the agency.

Recommendation:

Staff recommends that the Governing Board authorize the Interim Executive Director to e-Recycle all of the devices listed on the I.T. Equipment Disposal List – February 2023.

Attachments

*Attachment 3-A: IT Equipment Disposal List - February 2023*

Surplus I.T. Equipment List for Disposal

February 2023

	Location	AssetTag	Serial Number	Brand	Model	Description	Functional	Notes	Dispose	Donate	Age(yrs)	Explanation
1	MHSA	01785	MXL12908BH	HP	Compaq 8000 USDT	Computer	N	Obsolete, replaced	Y		12	Obsolete, replaced
2	Royalty	01021	2UA3291KD8	HP	Elitedesk 800 G1 SFF	Computer	Y	Obsolete, replaced	Y		10	Obsolete, replaced
3	Royalty	01022	2UA3291K68	HP	Elitedesk 800 G1 SFF	Computer	Y	Obsolete, replaced	Y		10	Obsolete, replaced
4	Royalty	01023	2UA3291KD0	HP	Elitedesk 800 G1 SFF	Computer	Y	Obsolete, replaced	Y		10	Obsolete, replaced
5	Royalty	01296	MXL41118SX	HP	Elitedesk 800 G1 SFF	Computer	Y	Obsolete, replaced	Y		10	Obsolete, replaced
6	Royalty	02000	MXL94330KT	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
7	Royalty	02001	MXL94330L3	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
8	Royalty	02002	MXL94330LD	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
9	Royalty	02006	MXL94330LF	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
10	Royalty	02007	MXL94331TD	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
11	Royalty	02013	MXL94330LB	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
12	Royalty	02014	MXL94330K7	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
13	Royalty	02024	MXL94330JL	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
14	Royalty	02329	MXL92556YM	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
15	Royalty	02330	MXL92556XX	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
16	Royalty	02332	MXL92556XS	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
17	Royalty	2351	MXL9322JGK	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
18	Royalty	02352	MXL9322JPG	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
19	Royalty	02353	MXL9322MH5	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
20	Royalty	02465	MXL9322M2S	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
21	Royalty	02480	MXL94330KD	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
22	Royalty	02489	MXL94330LY	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
23	Garey	02490	MXL94330K0	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
24	MHSA	02827	MXL94330JV	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
25	MHSA	02829	MXL94330JJ	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
26	Royalty	02832	MXL94330LX	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
27	Royalty	03052	MXL84724L3	HP	EliteDesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
28	Royalty	03325	MXL94330LK	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
29	Royalty	03361	MXL94330K09	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
30	Royalty	03370	MXL92556Y1	HP	Elitedesk 800 G4 SFF	Computer	Y	Obsolete, replaced	Y		4	Obsolete, replaced
31	Royalty	01971	MXL6111N12	HP	Prodesk 400 G2 Mini	Computer	Y	Obsolete, replaced	Y		7	Obsolete, replaced
32	Royalty	01972	MXL6111N13	HP	Prodesk 400 G2 Mini	Computer	Y	Obsolete, replaced	Y		7	Obsolete, replaced
33	Royalty	01974	MXL6111N0M	HP	Prodesk 400 G2 Mini	Computer	Y	Obsolete, replaced	Y		7	Obsolete, replaced
34	Royalty	01975	MXL6111N0Z	HP	Prodesk 400 G2 Mini	Computer	Y	Obsolete, replaced	Y		7	Obsolete, replaced
35	Royalty	01976	MXL6111MYZ	HP	Prodesk 400 G2 Mini	Computer	Y	Obsolete, replaced	Y		7	Obsolete, replaced
36	Royalty	02046	MXL6280QP9	HP	Prodesk 400 G2 Mini	Computer	Y	Obsolete, replaced	Y		7	Obsolete, replaced
37	Royalty	02048	MXL6280QNH	HP	Prodesk 400 G2 Mini	Computer	Y	Obsolete, replaced	Y		7	Obsolete, replaced
38	Royalty	02064	CNU424934S	HP	Elitebook 840 G1	Laptop	N	Broken	Y		9	Bad battery, bad motherboard
39	Royalty	02097	CNU429B4RW	HP	Elitebook 840 G1	Laptop	Y	Obsolete, replaced	Y		9	Obsolete, replaced
40	Garey	02873	CNU350DQMW	HP	Elitebook 840 G1	Laptop	N	Broken	Y		10	Bad battery
41	MHSA	02877	CNU350DQ9Z	HP	Elitebook 840 G1	Laptop	N	Broken	Y		10	Broken Screen
42	Royalty	02957	CNU350DKYY	HP	Elitebook 840 G1	Laptop	Y	Obsolete, replaced	Y		10	Obsolete, replaced
43	Royalty	02264	5CG5421S6R	HP	Elitebook 840 G2	Laptop	N	Broken	Y		8	Broken Screen
44	Royalty	02306	5CG94915P9	HP	Elitebook 840 G6	Laptop	N	Broken	Y		4	Broken Screen
45	Royalty	02378	5CG9255W1C	HP	Elitebook 840 G6	Laptop	N	Broken	Y		4	Broken Screen
46	Royalty	02421	5CG92555JC	HP	Elitebook 840 G6	Laptop	N	Broken	Y		4	Bad motherboard
47	Royalty	03080	5CG9172090	HP	Elitebook 840 G6	Laptop	N	Broken	Y		4	Bad motherboard, bad KB
48	Royalty	03290	5CG0425Y7D	HP	Elitebook 840 G6	Laptop	N	Broken	Y		3	Broken screen
49	Royalty	03296	5CG04249J4	HP	Elitebook 840 G6	Laptop	N	Broken	Y		3	Bad battery, bad motherboard
50	Royalty	03399	5CG9497DDQ	HP	Elitebook 840 G6	Laptop	N	Broken	Y		4	Bad USB ports/motherboard
51	Royalty	03604	5CG9343Z5K	HP	Elitebook 840 G6	Laptop	N	Broken	Y		4	Water damage
52	Royalty	03619	5CG9343JS7	HP	Elitebook 840 G6	Laptop	N	Broken	Y		1	Bad CPU
53	Royalty	01295	CNU4129QS2	HP	Elitebook Folio 9470m	Laptop	Y	Obsolete, replaced	Y		9	Obsolete, replaced
54	MHSA	01316	CNU4169KK4	HP	Elitebook Folio 9470m	Laptop	Y	Obsolete, replaced	Y		9	Obsolete, replaced
55	Royalty	02050	CNU308BWL7	HP	Elitebook Folio 9470m	Laptop	Y	Obsolete, replaced	Y		9	Obsolete, replaced
56	Garey	02541	5CG9254PR6	HP	EliteBook x360 830 G6	Laptop	N	Broken	Y		4	Broken Chassis
57	Garey	02545	5CG9254S4W	HP	EliteBook x360 830 G6	Laptop	N	Obsolete, replaced	Y		4	Obsolete, replaced
58	Royalty	01032	CND206LNT6	HP	Folio 13	Laptop	N	Broken	Y		11	Bad Hard drive
59	Royalty	01092	CND3320807	HP	Spectre XT	Laptop	Y	Obsolete, replaced	Y		10	Obsolete, replaced
60	Royalty	00063	CND5350H4W	HP	L1750	Monitor	Y	Obsolete, replaced	Y		18	Obsolete, replaced
61	Garey	00472	3CQ9364B8L	HP	LE1901w	Monitor	Y	Obsolete, replaced	Y		14	Obsolete, replaced

Surplus I.T. Equipment List for Disposal

February 2023

	Location	AssetTag	Serial Number	Brand	Model	Description	Functional	Notes	Dispose	Donate	Age(yrs)	Explanation
62	Royalty	00365	CNT001N0L1	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
63	Royalty	00371	CNT004R2N7	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
64	Royalty	00483	CNT008L32B	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
65	Royalty	00505	CNT001N22P	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
66	Royalty	00537	CNT021DG1Z	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
67	Royalty	00596	CNT008L32G	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
68	Royalty	00605	CNT008L31X	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
69	Royalty	00630	CNT021DG2J	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
70	Garey	00638	CNT008L315	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		13	Obsolete, replaced
71	Garey	00734	CNT021DG26	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		13	Obsolete, replaced
72	Royalty	00883	CNT021DG21	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		13	Obsolete, replaced
73	Garey	00911	CNT021DG2D	HP	LE2001w	Monitor	Y	Obsolete, replaced	Y		13	Obsolete, replaced
74	Royalty	00964	CNC2100RWG	HP	LE2002x	Monitor	Y	Obsolete, replaced	Y		11	Obsolete, replaced
75	Garey	01466	CNC2090K3B	HP	LE2002x	Monitor	Y	Obsolete, replaced	Y		11	Obsolete, replaced
76	Royalty	01757	6CM50519N0	HP	LV2311	Monitor	Y	Obsolete, replaced	Y		8	Obsolete, replaced
77	Royalty	01798	6CM4350PLH	HP	LV2311	Monitor	Y	Obsolete, replaced	Y		9	Obsolete, replaced
78	Garey	01344	6CM42337FJ	HP	P191	Monitor	Y	Obsolete, replaced	Y		9	Obsolete, replaced
79	Garey	01347	6CM42336TM	HP	P191	Monitor	Y	Obsolete, replaced	Y		9	Obsolete, replaced
80	Royalty	00712	CNC119RD2G	HP	S1933	Monitor	Y	Obsolete, replaced	Y		7	Obsolete, replaced
81	Garey	00812	CNC119PKHK	HP	S1933	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
82	Royalty	00815	CNC119PKH5	HP	S1933	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
83	Garey	01112	CNC119RD6D	HP	S1933	Monitor	Y	Obsolete, replaced	Y		12	Obsolete, replaced
84	Garey	02493	UNN184930612	Viewsonic	VA1901A	Monitor	Y	Obsolete, replaced	Y		5	Obsolete, replaced
85	Garey	02811	U91171742287	Viewsonic	VA1917	Monitor	Y	Obsolete, replaced	Y		6	Obsolete, replaced
86	Royalty	02131	U91181540004	Viewsonic	VA1917A	Monitor	Y	Obsolete, replaced	Y		5	Obsolete, replaced
87	Royalty	02144	UD3181561016	Viewsonic	VA2055SA	Monitor	Y	Obsolete, replaced	Y		5	Obsolete, replaced
88	Royalty	02145	UD3181560988	Viewsonic	VA2055SA	Monitor	Y	Obsolete, replaced	Y		7	Obsolete, replaced
89	Royalty	02146	UD3181561018	Viewsonic	VA2055SA	Monitor	Y	Obsolete, replaced	Y		7	Obsolete, replaced
90	Royalty	02147	UD3181561028	Viewsonic	VA2055SA	Monitor	Y	Obsolete, replaced	Y		5	Obsolete, replaced
91	Garey	02148	UD3181561029	Viewsonic	VA2055SA	Monitor	Y	Obsolete, replaced	Y		5	Obsolete, replaced
92	Royalty	00418	RH5093400064	Viewsonic	VA2223 Series	Monitor	Y	Obsolete, replaced	Y		13	Obsolete, replaced
93	Royalty	00478	RH5095000114	Viewsonic	VA2223 Series	Monitor	Y	Obsolete, replaced	Y		13	Obsolete, replaced
94	Garey	00168	81702638340	Acer	VA223WM	Monitor	Y	Obsolete, replaced	Y		15	Obsolete, replaced
95	Garey	01970	CNC634P3J2	HP	W2082a	Monitor	Y	Obsolete, replaced	Y		7	Obsolete, replaced
96	Garey	02056	CNC612NRDK	HP	W2082a	Monitor	Y	Obsolete, replaced	Y		7	Obsolete, replaced
97	Royalty	00502	1202860E1	Netvanta	3200	Network Device	Y	Obsolete, replaced	Y		7	Obsolete, replaced
98	Royalty	00912	FTX141480Q5	CISCO	2800 Series	Network Device	Y	Obsolete, replaced	Y		10	Obsolete, replaced
99	Garey	00514	CN012YV0FF	HP	J9020a	Network Device	Y	Obsolete, replaced	Y		7	Obsolete, replaced
100	Garey	03338	CG37FLYODW	HP	J9728a	Network Device	Y	Obsolete, replaced	Y		7	Obsolete, replaced
101	Garey	01287	CN41DLL05X	HP	MSM466a	Network Device	Y	Obsolete, replaced	Y		6	Obsolete, replaced
102	Garey	01288	CN41DLL04W	HP	MSM466a	Network Device	Y	Obsolete, replaced	Y		5	Obsolete, replaced
103	Garey	01675	CN32NDLL0FT	HP	MSM466a	Network Device	Y	Obsolete, replaced	Y		6	Obsolete, replaced
104	Garey	01939	CN32DLL0M1	HP	MSM466a	Network Device	Y	Obsolete, replaced	Y		5	Obsolete, replaced
105	Royalty	01942	Q2JN-Y8PZ-PPQH	Meraki	MX100	Network Device	N	Broken	Y		2	Bad clock chip
106	Royalty	01907	QZPN-ZSFZ-5ZUB	Meraki	MX84	Network Device	N	Broken	Y		2	Bad clock chip
107	Royalty	N/A	Q2PN-42CW-MGZ9	Meraki	MX84	Network Device	N	Broken	Y		2	Bad clock chip
108	MHSA	00825	0017C5656CDA	Sonicwall	NSA 240	Network Device	N	Obsolete, replaced	Y		7	Obsolete, replaced
109	Garey	00724	S110Z14007567	Zyxel	NWA-3163	Network Device	Y	Obsolete, replaced	Y		6	Obsolete, replaced
110	Garey	00833	C110Z14007620	Zyxel	NWA-3163	Network Device	Y	Obsolete, replaced	Y		6	Obsolete, replaced
111	Royalty	00925	CN0178K0JT	HP	Procurve 1410	Network Device	Y	Obsolete, replaced	Y		9	Obsolete, replaced
112	Royalty	01084	710A-200-50665	Unitrends	Recovery Archive	Network Device	Y	Obsolete, replaced	Y		5	Obsolete, replaced
113	Royalty	01660	0017C553066C	Sonicwall	SRA 4200	Network Device	Y	Obsolete, replaced	Y		5	Obsolete, replaced
114	MHSA	01055	CNA301E134	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
115	Royalty	01183	7CB325B618	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
116	Royalty	01195	7CB326B225	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
117	MHSA	01233	7CB432C524	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
118	Royalty	01259	7CB437D587	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
119	Royalty	01579	CNA233K131	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
120	Royalty	01586	CNA233K727	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
121	Royalty	01653	CNAB223E375	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced
122	Royalty	01654	CNAB223E380	HP	3005PR	Notebook Component	Y	Obsolete, replaced	Y		7	Obsolete, replaced





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

**DATE:** February 15, 2023

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

**FROM:** Rimmi Hundal, Executive Director

**BY:** Dana Barford, Director of MHSA and Ethnic Services

**SUBJECT:** Consideration of Resolution No. 698 Authorizing the Executive Director to Execute a Professional Services Agreement with the City of Pomona for the San Gabriel Valley Council of Governments (SGVCOG) Homeless Program Grant in the Amount of \$69,500

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Summary:

Tri-City Mental Health Authority (TCMHA) will administer a program on behalf of the cities of Pomona (project lead), Claremont, and La Verne (the Cohort) to strengthen the continuum of care for people experiencing homelessness within their sub-region of the San Gabriel Valley. TCMHA shall receive a maximum of \$69,500 for implementation of the City's program and the term of this agreement is from January 18, 2023 to May 31, 2023.

Background:

In order to implement a stronger homelessness prevention, diversion and rapid rehousing program, funding will be used for to provide emergency financial assistance, such as motel vouchers, to housing insecure individuals to help them avert homelessness and connect them to resources that will best respond to their housing crisis.

In addition, Tri-City staff will provide the Housing First model training so that City and nonprofit partner staff and volunteers employ best practices when working with people experiencing homelessness. Further training will include Landlord-Tenant rights and responsibilities to increase the supply of rental housing and ensure that tenants remain housed.

Other proposed activities include providing showers, lockers, laundry services, meals, and case management services to un-housed cohort residents through the Hope for Home Access Center and Crisis housing programs in Pomona.

Fiscal Impact:

TCMHA shall receive a maximum of \$69,500 for implementation of the City's Program. Funding shall be disbursed on a reimbursement basis.

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. 698 Authorizing the Executive Director to Execute a  
Professional Services Agreement with the City of Pomona for the San Gabriel Valley  
Council of Governments (SGVCOG) Homeless Program Grant in the Amount of \$69,500  
February 15, 2023  
Page 2**

Recommendation:

Staff recommends that the Governing Board of Tri-City Mental Health Authority authorize the Executive Director to execute a Professional Service Agreement with the City of Pomona to engage Tri-City to render professional services for Tri-City's Cohort (Pomona, Claremont and La Verne) San Gabriel Valley Council of Governments (SGVCOG) Homeless Program Grant.

Attachments:

*Attachment 4-A:* Resolution No. 698 - DRAFT

*Attachment 4-B:* City of Pomona and TCMHA Professional Services Agreement - DRAFT



**RESOLUTION NO. 698**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF POMONA FOR THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) HOMELESS PROGRAM GRANT IN THE AMOUNT OF \$69,500**

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) desires to be a contracted agency for the City of Pomona to help avert homelessness and connect individuals to resources that will best respond to their housing crisis; and be a subrecipient of the San Gabriel Valley Council of Governments (SGVCOG) Homeless Program Grant in the amount of \$69,500.

B. TCMHA will administer a program on behalf of the Cities of Pomona, to strengthen the continuum of care for people experiencing homelessness within the Cities of Pomona, Claremont, and La Verne, a sub-region of the San Gabriel Valley. These activities will complement County and City service systems by enabling TCMHA to implement a stronger homelessness prevention, diversion, and rapid rehousing program.

**2. Action**

The Governing Board approves the Professional Services Agreement with the City of Pomona for the San Gabriel Council of Governments Homeless Grant in the Amount of \$69,500, from January 18, 2023 through May 31, 2023; and authorizes the Executive Director to execute the Agreement.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on February 15, 2023, 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: \_\_\_\_\_

## CITY OF POMONA

### PROFESSIONAL SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this January 18, 2023, by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority, with its principal place of business at 1717 N. Indian Hill Boulevard, Suite B, Claremont, CA 91711 ("Subrecipient"). City and Subrecipient are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Subrecipient.

Subrecipient desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Subrecipient represents that it is experienced in providing professional services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Subrecipient to render such professional services for the Tri-City's Cohort (Pomona, Claremont and LaVerne) San Gabriel Valley Council of Governments (SGVCOG) Homeless Program Grant ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Subrecipient promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 18, 2023 to May 31, 2023, unless earlier terminated as provided herein. Subrecipient shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**ATTACHMENT 4-B**

### **3.2 Responsibilities of Subrecipient.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Subrecipient or under its supervision. Subrecipient will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Subrecipient on an independent contractor basis and not as an employee. Subrecipient retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Subrecipient shall also not be employees of City and shall at all times be under Subrecipient's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Subrecipient or any of Subrecipient's officers, employees, or agents, except as set forth in this Agreement. Subrecipient shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Subrecipient shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Subrecipient shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Subrecipient represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Subrecipient's conformance with the Schedule, City shall respond to Subrecipient's submittals in a timely manner. Upon request of City, Subrecipient shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Subrecipient shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Subrecipient has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Subrecipient may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Subrecipient cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Subrecipient at the request of the City. The key personnel for performance of this Agreement are as follows: Rimmi Hundal, Executive Director.

3.2.5 City's Representative. The City hereby designates Benita DeFrank, Neighborhood Services Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Subrecipient but not the authority to enlarge the Scope of Work or change the total compensation due to Subrecipient under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Subrecipient's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Subrecipient shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Subrecipient's Representative. Subrecipient hereby designates Rimmi Hundal, Executive Director, or his/her designee, to act as its representative for the performance of this Agreement ("Subrecipient's Representative"). Subrecipient's Representative shall have full authority to represent and act on behalf of the Subrecipient for all purposes under this Agreement. The Subrecipient's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Subrecipient agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Subrecipients and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Subrecipient shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Subrecipient represents and maintains that it is skilled in the professional calling necessary to perform the Services. Subrecipient warrants that all employees and Subrecipients shall have sufficient skill and experience to perform the Services assigned to them. Finally, Subrecipient represents that it, its employees and Subrecipients have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Subrecipient shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Subrecipient's failure to comply with the standard of care provided for herein. Any employee of the Subrecipient or its sub-Subrecipients who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Subrecipient and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Subrecipient shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Subrecipient shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto.

3.2.10 Laws and Regulations; Employee/Labor Certification. Subrecipient shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and

regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Subrecipient shall be liable for all violations of such laws and regulations in connection with Services. If Subrecipient performs any work knowing it to be contrary to such laws, rules and regulations, Subrecipient shall be solely responsible for all costs arising therefrom. Subrecipient shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Subrecipient. By executing this Agreement, Subrecipient verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Subrecipient. Subrecipient also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Subrecipient shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Subrecipient shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Subrecipient's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Subrecipients, Sub-subcontractors and Subrecipients. To the same extent and under the same conditions as Subrecipient, Subrecipient shall require all of its subcontractors, Subrecipients, sub-subcontractors and Subrecipients performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Subrecipient verifies that they are a duly authorized officer of Subrecipient, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Subrecipient or its subcontractors, Subrecipients, sub-subcontractors or Subrecipients to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Subrecipient under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Equal Opportunity Employment. Subrecipient represents that it is an equal opportunity employer and it shall not discriminate against any Subrecipient, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Subrecipient shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.5 Air Quality. To the extent applicable, Subrecipient must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Subrecipient shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Subrecipient shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Subrecipient, its Subrecipients, or others for whom Subrecipient is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.6 Safety. Subrecipient shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Subrecipient shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and Subrecipients, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Subrecipient shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Subrecipient shall not allow any Subrecipient to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subrecipient has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Subrecipient, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Subrecipient agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to

the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Subrecipient shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Subrecipient; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Subrecipient shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(A) Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation

in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Subrecipient or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Subrecipient hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its Subrecipients, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers,

3.2.11.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.6 Evidence of Insurance. The Subrecipient, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Subrecipient shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.8 Enforcement of Agreement Provisions (non estoppel). Subrecipient acknowledges and agrees that actual or alleged failure on the part of the City to inform Subrecipient of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

#### 3.2.11.10 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Subrecipient, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations



otherwise assumed by the Subrecipient pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subrecipient or City will withhold amounts sufficient to pay premium from Subrecipient payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Subrecipient to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Subrecipient from liability in excess of such coverage, nor shall it limit the Subrecipient's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Subrecipient shall report to the City, in addition to Subrecipient's insurer, any and all insurance claims submitted by Subrecipient in connection with the Services under this Agreement.

3.2.11.11 Insurance for Subrecipients. Subrecipient shall include all Subrecipients engaged in any work for Subrecipient relating to this Agreement as additional insureds under the Subrecipient's policies, or the Subrecipient shall be responsible for causing Subrecipients to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the Subrecipient's policies. All policies of Commercial General Liability insurance provided by Subrecipient's performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Subrecipient shall not allow any Subrecipient to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of Subrecipient's compliance with all insurance requirements under this Agreement, to the extent applicable. The Subrecipient shall provide satisfactory evidence of compliance with this section upon request of the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Subrecipient hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Subrecipient shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Subrecipient must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Subrecipient warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Subrecipient further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Subrecipient agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. Notwithstanding any other indemnity contained in this Agreement, the City agrees to indemnify and hold harmless the Subrecipient, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Subrecipient, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with this Agreement, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Subrecipient, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Subrecipient's failure to comply with any applicable water quality law, regulation, or policy. Subrecipient hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity. Subrecipient reserves the right to defend any enforcement action or civil action brought against the Subrecipient for City's failure to comply with any applicable water quality law, regulation, or policy. The City hereby agrees to be bound by, and to reimburse the Subrecipient for the costs associated with, any settlement reached between the Subrecipient and the relevant enforcement entity.

(C) Damages: City may seek damages from Subrecipient for delay in completing the Services caused by Subrecipient's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Subrecipient shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Sixty-nine thousand, five hundred (\$69,500) without written approval of the City Council or City Manager as applicable.

3.3.2 Payment of Compensation. Subrecipient shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Subrecipient. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Subrecipient's fees, the City shall give written notice to Subrecipient within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Subrecipient shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" of this Agreement.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Subrecipient is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Subrecipient agrees to fully comply with such Prevailing Wage Laws. City shall provide Subrecipient with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Subrecipient shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Subrecipient's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Subrecipient shall therefore comply with such Labor Code sections to the fullest extent required by law. Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Subrecipient and all Subrecipients must be registered with the Department of

Industrial Relations (“DIR”). Subrecipient shall maintain registration for the duration of the project and require the same of any Subrecipients. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Subrecipient’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Subrecipient or any Subrecipient that affect Subrecipient’s performance of services, including any delay, shall be Subrecipient’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Subrecipient caused delay and shall not be compensable by the City. Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Subrecipient or any Subrecipient.

3.4.3 Labor Certification. By its signature hereunder, Subrecipient certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Subrecipient shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Subrecipient, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Subrecipient of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Subrecipient shall be compensated only for those services which have been adequately rendered to City, and Subrecipient shall be entitled to no further compensation. Subrecipient may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Subrecipient to provide all finished or unfinished Documents and Data and other information of any kind prepared by Subrecipient in connection with the performance of Services under this Agreement. Subrecipient shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

#### **3.6.2 Delivery of Notices**. All notices permitted or required under this Agreement

shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Subrecipient: Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd, Suite B  
Claremont, CA 91711  
**ATTN: Rimmi Hundal, Executive Director**

City: City of Pomona  
505 South Garey Avenue  
Pomona, CA 91766  
**ATTN: Benita DeFrank, Neighborhood Services Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Subrecipient under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Subrecipient on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Subrecipient shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Subrecipient is entitled under the termination provisions of this Agreement, Subrecipient shall provide all Documents & Data to City upon payment of the undisputed amount. Subrecipient shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Subrecipient shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Subrecipient shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subrecipients. Subrecipient shall require all Subrecipients to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subrecipient prepares under this Agreement. Subrecipient represents and warrants that Subrecipient has the legal right to license any and all Documents & Data. Subrecipient makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Subrecipient or its Subrecipients, or those provided to Subrecipient by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Subrecipient shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Subrecipient's seal from the Documents & Data and indemnify and hold harmless Subrecipient and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Subrecipient shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Subrecipient shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Subrecipient, a party for whom the Subrecipient is legally responsible or liable, or anyone approved by the Subrecipient.

3.6.3.4 Indemnification. Subrecipient shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Subrecipient in connection with the performance of this Agreement shall be held confidential by Subrecipient. Such materials shall not, without the prior written consent of City, be used by Subrecipient for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Subrecipient which is otherwise known to Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Subrecipient shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Subrecipient's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Subrecipient of its intention to release Proprietary Information. Subrecipient shall have five (5) working days after receipt of the Release Notice to give City written notice of Subrecipient's objection to the City's release of Proprietary Information. Subrecipient shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Subrecipient fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Subrecipient shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Subrecipient, its officials, officers, employees, Subrecipients or agents in connection with the performance of the Subrecipient's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Subrecipient's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Subrecipient, the City, its officials, officers, employees, agents, or volunteers.

3.6.6.2 If Subrecipient's obligation to defend, indemnify, and/or hold harmless arises out of Subrecipient's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Subrecipient's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Subrecipient, and, upon Subrecipient obtaining a final adjudication by a court of competent jurisdiction, Subrecipient's liability for such claim, including the cost to defend, shall not exceed the Subrecipient's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Subrecipient must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Subrecipient. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Subrecipient shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Subrecipients. City reserves right to employ other Subrecipients in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Subrecipient shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Subrecipient include all personnel, employees, agents, and Subrecipients of Subrecipient, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Subrecipient maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Subrecipient, to solicit or secure this Agreement. Further, Subrecipient warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Subrecipient, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Subrecipient has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

(BB&K Jan 2023)



warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Subrecipient shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO  
PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE CITY OF POMONA AND TRI-CITY  
MENTAL HEALTH AUTHORITY**

**CITY OF POMONA**

**TRI-CITY MENTAL HEALTH AUTHORITY**

By: \_\_\_\_\_  
James Makshanoff  
City Manager

By: \_\_\_\_\_  
Rimmi Hundal  
Executive Director

*Attest:*

*Attest:*

\_\_\_\_\_  
City Clerk

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

*Approved as to Form:*

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Darold D. Pieper, Attorney at Law  
General Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Program Description**

Tri City Mental Health Authority (TCMHA), as sub-recipient, will administer a program on behalf of the Cities of Pomona (project lead), Claremont, and La Verne (the Cohort) to strengthen the continuum of care for people experiencing homelessness within their sub-region of the San Gabriel Valley. These activities will complement County and City service systems by enabling Tri-City Mental Health Authority (TCMHA) - the sub-region’s public mental health authority - to implement a stronger homelessness prevention, diversion, and rapid rehousing program. Specifically, funding will be used to provide emergency financial assistance, such as motel vouchers, to housing insecure individuals to help them avert homelessness and connect them to resources that will best respond to their housing crisis. The Cities will also engage TCMHA to provide the Housing First model training so that City and nonprofit partner staff and volunteers employ best practices when working with people experiencing homelessness. Further, TCMHA will provide training in Landlord-Tenant rights and responsibilities to increase the supply of rental housing and ensure that tenants remain housed. Other proposed activities include providing showers, lockers, laundry services, meals, and case management services to un-housed cohort residents through the Hope for Home Access Center and Crisis housing programs in Pomona.

Through the implementation of the below-listed tasks, TCMHA on behalf of the Cohort will meet the following metrics:

<b>Metrics</b>	<b>Quarterly</b>	<b>Total</b>
Housed clients receiving prevention /diversion support	6	18
% Retained housing	75%	
Clients connected to housing/housed	2	6
% Remaining housed after 6 months	75%	

TCMHA will work with the Cohort and the SGVCOG to compile additional data demographics, including unique clients served versus clients continuously served, to develop an understanding of the population of persons experiencing homelessness (PEH) accessing services in the cities.

**Task 1 – Prevention, Diversion, and Rapid Rehousing Program**

The Cohort will provide funding to support Tri-City Mental Health Authority’s prevention, diversion and rapid rehousing efforts. The program will be administered by TCMHA Community Navigators, who will also serve individuals who need assistance but do not require the level of service offered by the mental health counselors teamed with police departments. The purpose of the program is to strengthen TCMHA’s approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness, with a focus on identifying and creating new pathways to housing. As a component of program implementation, the TCMHA Community Navigators will conduct care coordination screenings and provide problem-

solving assistance to support households and individuals in resolving their homelessness or housing instability – both within and outside the formal homeless services system.

Eligible activities include but are not limited to the following:

- Housing relocation and stabilization;
- Short-term or medium-term rental assistance;
- Rental application fees;
- Security deposits;
- Utility deposits & payments;
- Moving costs;
- Housing search and placement;
- Housing stability case management;
- Mediation;
- Tenant legal services; and
- Credit repair.

Other activities should be discussed with the SGVCOG prior to using funding.

TCMHA will work with the Cohort to develop guidelines and procedures outlining how it will be determined which clients will be served, to maximize the impact of funds in helping clients obtain and/or retain housing. Program will include an evaluation component to evaluate the impact of the funds in assisting clients in obtaining and/or retaining housing.

TCMHA will also conduct bi-monthly training in Mental Health First Aid, Trauma-Informed Care, Motivational Interviewing, community resilience, and Tenant-Landlord rights and responsibilities. Homeless Resource Community Navigators through TCMHA will also connect individuals to the Hope for Home shelter.

Deliverables:

- Prevention, Diversion, Rapid Rehousing Implementation Guidelines
- Quarterly report that includes the following:
  - A narrative on the successes and challenges of the prevention, diversion, and rapid rehousing program;
  - Demographics of the clients served – including unique clients served versus continuing clients served, an overview of the specific services provided, outcomes towards meeting the key performance metrics as listed above, or, if the metrics are not being met, the challenges in meeting the metrics, and outcomes after intervention, in the format provided by the SGVCOG.
- Client reports, or equivalent data in a format approved by the SGVCOG. Client reports should include a housing stabilization plan that identifies barriers and opportunities that clients face in finding stable housing, sets goals and action plans to obtain housing stability, identifies support needed in the short to long term, and monitors progress in achieving housing stability.
- Presentation for bi-monthly trainings

- Final report that includes a narrative on the successes and challenges of the prevention, diversion, and rapid rehousing program, demographics on the clients served, outcomes after intervention, and overall performance metrics, in the format provided by the SGVCOG.

Basis of Billing: Time and Materials

TCMHA must provide invoices and client report forms to the City to the satisfaction of SGVCOG for payment reimbursement.

**EXHIBIT "B"  
COMPENSATION**

TCMHA shall receive a maximum of \$69,500 for implementation of the City's Program. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

<b>Task</b>		<b>Not to Exceed Amount</b>
<b>Task 1</b>	Prevention, Diversion, and Rapid Rehousing Program	\$ 69,500
<b>TOTAL</b>		<b>\$ 69,500</b>

Reports and invoices must be submitted quarterly by the following dates:

<b>2023</b>
April 10, 2023



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

**DATE:** February 15, 2023

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

**FROM:** Rimmi Hundal, Executive Director

**SUBJECT:** Consideration of Resolution No. 699 Authorizing the Purchase of Desk Phone Hardware and Support for 285 Staff Workspaces and Common Areas from Intellitech, Inc. in the Amount of \$36,788.63

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Summary:

Tri-City's Executive Director is seeking Governing Board approval to purchase desk phone units from Intellitech, Inc to replace outdated and disparate model desk phones for staff workspaces and common areas along with their accessories and manufacturer support in the amount of \$36,788.63.

Background:

On June 15, 2022, the Governing Board approved the CFTN Plan which included a plan to replace and upgrade components of the overhead paging systems in all agency buildings. This purchase will replace all agency desk phones for staff as well as place a phone in all common areas for staff to use in the event of an emergency to broadcast a message to that particular site. The common area phones will also double as a paging speaker to broadcast the aforementioned emergency message(s) to previously uncovered common areas. In addition to the safety aspect of this project, this ensures a standard, uniform experience for staff while working on-site in the agency buildings, and will allow for a hotel-space plan for easier transition of staff working in hybrid telework schedules.

Tri-City's IT Division secured 3 Bids; proposed totals are listed here:

<u>Company Name</u>	<u>Bid Total</u>
Intellitech, Inc.	\$36,788.63
Insight Public Sector	\$40,741.48
CovConnection, Inc.	\$44,352.76

Fiscal Impact:

Funds for this replacement and purchase of new phones and upgraded paging equipment will be funded by MHSA Capital Facilities and Technologies (CFTN). These funds are also included in the current Fiscal Year 2022-23 Operating Budget.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 699 Authorizing the Purchase of Desk Phone Hardware and Support for 285 Staff Workspaces and Common Areas from Intellitech, Inc. in the Amount of \$36,788.63***  
**February 15, 2023**  
**Page 2**

Recommendation:

It is recommended that the Governing Board approve Tri-City's selection to accept the proposed bid presented by Intellitech, Inc and adopt Resolution No. 699 authorizing the Executive Director to purchase desk phones and hardware in the amount of \$36,788.63 for staff members and agency common areas.

Attachments:

*Attachment 5-A: Resolution No. 699 - Draft*

*Attachment 5-B: Intellitech, Inc Quote BC111622A-KP Rev1 Poly Phones*



**RESOLUTION NO. 699**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE PURCHASE DESK PHONE HARDWARE AND SUPPORT FOR 285 STAFF WORKSPACES AND COMMON AREAS FROM INTELLITECH, INC. IN THE AMOUNT OF \$36,788.63**

**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”) approved on June 15, 2022 the Capital Facilities and Technology Needs (CFTN) Plan that included a plan to replace and upgrade components of the overhead paging systems in all agency buildings.

B. TCMHA’s IT Division obtained three (3) Bids, and the Bid submitted by Intellitech, Inc. was selected in the amount of \$36,788.63.

C. Funds are allocated in the current Fiscal Year 2022-23 Operating Budget under the CFTN Plan for the replacement and purchase of new phones and upgraded paging equipment.

**2. Action**

A. The Authority’s Executive Director is authorized to purchase desk phone hardware and support from Intellitech, Inc. in the Amount of \$36,788.63 for 285 staff workspaces and common areas.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on February 15, 2023 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:\_\_\_\_\_

**QUOTE**



1652 Yeager Avenue  
 La Verne, CA 91750  
 (909) 394-5188  
 fax (909) 394-5190

Rev 1

DATE	QUOTATION NO.
12/13/22	BC111622A-KP

CONTACT	BILLING	ACCOUNT TEAM	
<b>Brian Cesario</b> (909) 451-6425 <a href="mailto:bcesario@tricitymhs.org">bcesario@tricitymhs.org</a>	<b>Tri-City Mental Health Services</b> 1717 N Indian Hill Blvd, Suite B Claremont, CA 91711 <b>Attn: Accounts Payable</b>	<b>Kevin Praeger</b> (909) 394-5188 x4515 <a href="mailto:kevin.praeger@intelli-tech.com">kevin.praeger@intelli-tech.com</a>	

RFQ #	SHIP	PURCHASE ORDER NO	TERMS
	<b>Tri-City Mental Health Services</b> 1717 N Indian Hill Blvd, Suite B Claremont, CA 91711 <b>Attn: Brian Cesario</b>		NET 30
		DEPARTMENT	FOB

#	Qty	Part No.	Description	ETA	Price	Extended
1	285	2200-48820-025	<b>Poly VVX 250 Desktop Business IP Phone</b> 4-line Desktop Business IP Phone with dual 10/100/1000 Ethernet ports. Wall mounted or desktop. Brand new, sealed box.	7-10 Days	\$ 115.00 <i>Promo 12/31</i>	\$ 32,775.00
2	30	487P-48820-312	<b>Poly Poly+ - Extended Service - 3 Year for VVX 250</b> 24x7 technical support, advance hardware replacement, 3-years	***	\$ 30.00	\$ 900.00

<i>Sub-total</i>	\$ 33,675.00
<i>Tax 9.5%</i>	\$ 3,113.63
<i>Shipping (estimated)</i>	\$ -
<i>eWaste</i>	\$ -
<b>Grand Total</b>	<b>\$ 36,788.63</b>

**NOTE: ALL CUSTOM ORDERS ARE NON-CANCELABLE/NON-RETURNABLE**  
**NOTE: PRICING AND AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE**  
**NOTE: PRICING IS CONTINGENT ON QUANTITY QUOTED ABOVE**



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

**DATE:** February 15, 2023  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Rimmi Hundal, Executive Director  
**SUBJECT:** Executive Director's Monthly Report

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## **BLACK HISTORY MONTH**

February has been designated as Black History Month, also known as African American History month. This month honors the impact African Americans have made in the United States. The celebration was created in 1926 by Carter G. Woodson, a noted African American historian, scholar, educator, and publisher. February was also chosen to coincide with Fedrick Douglas' and Abraham Lincoln's birthdays. This month we highlight, celebrate and empower the strengths, wellness, and culture of Black and African American communities.

This month we highlight The African American Museum of New Beginnings located in Pomona, we will share a virtual tour of the museum to provide staff and community an opportunity to dig deeper into connections with the past and learn more about the history and contributions of Black Americans. Here is the link to the virtual tour of the [African American Museum of Beginnings](#). In addition, we will highlight staff and community partners on our social media platforms as they share what Black History Month means to them and what they are most proud of with their heritage.

## **RECRUITMENT FOR GENERAL COUNSEL**

Tri-City's General Counsel gave his notice of termination on Jan 12<sup>th</sup>, after serving Tri-City for over 19 years. Mr. Darold Piper was instrumental in guiding us through the bankruptcy. Tri-City thanks him for his service and he will be missed at Tri-City. We are currently in the process of recruiting for a new General Counsel. The Request for Quotes was issued on February 3rd and posted on Tri-City's website as well as the league of California Cities website. It was also distributed to 9 law firms inviting them to apply. The General Counsel will be selected by the Governing Board and will work closely with the Governing Board, Executive Director and the JPA Clerk. Here is the timeline:

- Written questions deadline: February 8th
- Response to written questions/RFQ addendum posted: February 13th
- Quotes deadline: February 17th at 5pm
- Interviews: March 1st, time is to be determined by the Governing Board
- Anticipated award of contract: March 15th
- Anticipated commencement of work: March 16th

## HUMAN RESOURCES

### Staffing – Month Ending January 2023:

- Total Staff is 201 full-time and 9 part-time plus 41 full-time vacancies 2 part-time vacancies for a total of 247 positions.
- There were 3 new hires in January 2023.
- There were 4 separation in January 2023.

### Workforce Demographics in January 2023:

- American Indian or Alaska Native = 0.48%
- Asian = 10.48%
- Black or African American = 8.10%
- Hispanic or Latino = 57.14%
- Native Hawaiian or Other Pacific Islander = 0.48%
- Other = 7.14%
- Two or more races = 1.90%
- White or Caucasian = 14.29%

### Position Posted in January 2023:

- Administrative Assistant (1 FTE)
- Clinical Therapist I/II - Adult (5 FTEs) *1 hire pending*
- Clinical Therapist I/II – Child & Family (1 FTE)
- Clinical Therapist II – PACT (1 FTE) *1 hire pending*
- Clinical Therapist II – Access to Care (1 FTE) *1 hire pending*
- Clinical Wellness Advocate I/II/III (1.5 FTEs)
- Community Navigator (2 FTEs)
- Mental Health Specialist – AOP (1 FTE)
- Mental Health Specialist – Child & Family (1 FTE)
- Mental Health Specialist – Access to Care (2 FTEs) *1 hire pending*
- MHSA Projects Manager (1 FTE)
- Program Support Assistant I (.5 FTE)
- Program Support Assistant II (3 FTEs) *3 hires pending*
- Program Support Assistant IV (1 FTE)
- Program Support Supervisor (1 FTE)
- Psychiatric Technician I/II/III (1 FTE)
- Psychiatrist I/II (1 FTE)
- Quality Improvement Specialist I (1 FTE)
- Workforce Education & Training Supervisor (1 FTE)

**COVID-19 STATE OF EMERGENCY ENDING**

California Governor's State of Emergency will end on February 28, 2023. Since the ability to hold virtual Governing Board or Mental Health Commission meetings was a result of the COVID-19 pandemic, government agencies will no longer be able to trigger AB 361's (Government Code § 54953) remote meeting procedures in reliance on that emergency.

Therefore, beginning in March Tri-City Mental Health Authority will revert to holding its legislative meetings in-person and will be held in the MHSA Building located at 2001 N. Garey Avenue in Pomona.



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

**DATE:** February 15, 2023

**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 SIX MONTHS ENDED  
DECEMBER 31, 2022 (2023 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the six months ended December 31, 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 \$7.4 million. MHSA operations accounted for approximately \$8.2 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 2022, Tri-City received MHSA funding of approximately \$17.3 million, of which \$13.3 million were for approved programs for fiscal 2022-23 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2022. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2022-23. In addition, during this current fiscal year 2022-23 approximately \$7.1 million in MHSA funding has been received of which \$1.5 million was identified and approved for use in the current fiscal year 2022-23 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$14.8 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The decrease in net position of approximately \$807 thousand is from Clinic outpatient operations, which is the result of operations for the six months ended December 31, 2022 which includes one-time payments made at the beginning of the year.

The total cash balance at December 31, 2022 was approximately \$40.6 million, which represents an increase of approximately \$750 thousand from the June 30, 2022 balance

of approximately \$39.9 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$787 thousand primarily as a result timing of cash receipts from LADMH. MHSA operations reflected an increase in cash of approximately \$1.5 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$7.1 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$3.7 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the six months ended December 31, 2022. Additionally, another \$1.2 million have been received through February 8, 2023.

## **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.

### CalAIM:

Tri-City management continues to follow information updates by 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. Previously, 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. Rates have now been set by the State and have been provided to the Counties, however, we have yet to receive any rate information that pertains directly to Tri-City from the County to-date. As always, Management will continue to keep the Board informed of progress or any changes we may see along the way.

**Governing Board of Tri-City Mental Health**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**February 15, 2023**  
**Page 3**

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 six months ended December 31, 2022.

	<b>MHSA</b>
Cash at November 30, 2022	\$ 32,857,597
Receivables net of Reserve for Cost Report Settlements	790,469
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2022-23	(7,053,845) **
Reserved for future CFTN Projects including approved TCG Project	(3,229,299)
Total Estimated Adjustments to Cash	<u>(11,692,675)</u>
Estimated Available at June 30, 2023	<u>\$ 21,164,922</u>
Estimated remaining MHSA funds to be received in FY 2022-23	\$ 9,398,702

\* 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 to-date actuals projected through year-end June 30, 2023, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2023.

**MHSA Expenditures and MHSA Revenue Receipts** – As announced at the June 15, 2022 Governing Board meeting, MHSA actual revenue receipts during fiscal year 2021-22 had actually exceeded the original projected amounts by approximately \$4.7 million. The Fiscal Year 2021-22 Operating budget included a projection of \$12.6 million in MHSA cash collections while the actual receipts totaled \$17.3 million.

Additionally, based on the most recent estimates disclosed by CBHDA, the amount of MHSA funds projected to be collected in Fiscal year 2022-23 is also expected to be in line with what was just collected. As such the Fiscal Year 2022-23 Operating budget reflects a projected collection of MHSA funds totaling \$16.5 million. As noted in the table below, the original estimate of new funding in the MHSA Annual Update was \$11.1 million. As a result of the updated projections the MHSA revenues are now expected to be \$5.3 million higher.



**Governing Board of Tri-City Mental Health**  
**Rimmi Hundal, Executive Director**  
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For reference the following is the information included in the MHSA Fiscal Year 2022-23 Annual Update:

<u>Included in the MHSA FY 2022-23 Annual Update</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
Estimated Unspent Funds from Prior Fiscal Years	19,278,875	4,037,204	2,697,746	808,952	1,529,299	28,352,076
Transfers in FY 2022-23	(2,700,000)	-		1,000,000	1,700,000	-
Available for Spending in FY 2022-23	16,578,875	4,037,204	2,697,746	1,808,952	3,229,299	28,352,076
Approved Plan Expenditures during FY 2022-23	(12,284,819)	(2,221,506)	(253,661)	(857,628)	(703,183)	(16,320,797)
Remaining Cash before new funding	4,294,056	1,815,698	2,444,085	951,324	2,526,116	12,031,279
Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737			11,154,740
Estimated Ending FY 2022-23 Unspent Fund Balance	12,771,658	3,935,099	3,001,822	951,324	2,526,116	23,186,019

For reference the following information demonstrates the changes in estimated cash flow between the MHSA Fiscal Year 2022-23 Annual Update and the Fiscal Year 2022-23 Operating Budget:

<u>Included in the FY 2022-23 Operating Budget</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
<i>Updated</i> Funding Estimates for FY 2022-23	12,519,290	3,129,822	823,638	-	-	16,472,750
Previously Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737	-	-	11,154,740
Difference/Projected Additional Funding	4,041,688	1,010,421	265,901	-	-	5,318,010

**Governing Board of Tri-City Mental Health**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**February 15, 2023**  
**Page 5**

MHSA Reversion Update:

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

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

To demonstrate the three-year monitoring of CSS, PEI and INN dollars, the following tables are **excerpts** from DHCS’s annual reversion report received by Tri-City in May of 2022 based on the fiscal year 2020-21 Annual Revenue and Expense Report (ARER) and then updated with more current information through June 30, 2022 (unaudited) and to be updated on a quarterly basis:

**CSS reversion waterfall analysis**

CSS amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	8,676,848	8,797,914	9,293,482	11,824,329	13,178,277	51,770,850
<b>Expended in:</b>						
2017-18						-
2018-19	939,014					939,014
2019-20	7,737,834	1,290,269				9,028,103
2020-21		7,507,645	746,924			8,254,569
2021-22			8,546,558	1,205,050		9,751,608
2022-23 **				10,619,279	1,665,540	12,284,819
2023-24						-
<b>Total Expended</b>	<b>8,676,848</b>	<b>8,797,914</b>	<b>9,293,482</b>	<b>11,824,329</b>	<b>1,665,540</b>	<b>40,258,113</b>
<b>Unspent Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,512,737</b>	<b>11,512,737</b>

\*=These expenses are based on estimated to date and not final.

\*\*=Planned Expenditures based on approved MHSA Plan

**Governing Board of Tri-City Mental Health**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**February 15, 2023**  
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**PEI reversion waterfall analysis**

PEI amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	2,145,788	2,119,324	2,176,109	2,948,240	3,294,569	12,684,030
<b>Expended in:</b>						
2017-18	726,119					726,119
2018-19	1,419,669	387,017				1,806,686
2019-20		1,644,825				1,644,825
2020-21		87,482	1,746,984			1,834,466
2021-22			429,125	1,313,992		1,743,117
2022-23 **				1,711,404	510,102	2,221,506
2023-24						-
<b>Total Expended</b>	<b>2,145,788</b>	<b>2,119,324</b>	<b>2,176,109</b>	<b>3,025,396</b>	<b>510,102</b>	<b>9,976,719</b>
<b>Unspent Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(77,156)</b>	<b>2,784,467</b>	<b>2,707,311</b>

\*=These expenses are based on estimated to date and not final.

\*\*=Planned Expenditures based on approved MHSA Plan

**INN reversion waterfall analysis**

INN amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	575,034	580,471	550,879	784,114	866,992	3,357,490
<b>Expended in:</b>						
2017-18						-
2018-19						-
2019-20						-
2020-21	272,146			Need OAC		272,146
2021-22	302,888	26,735		Approval	Need OAC	329,623
2022-23 **		261,660		of \$234,229	Approval by FY 23/24	261,660
2023-24		318,811	284,669		of \$866,992	603,480
2024-25						-
2025-26						-
2026-27						-
<b>Total Expended</b>	<b>575,034</b>	<b>607,206</b>	<b>284,669</b>	<b>-</b>	<b>-</b>	<b>1,466,909</b>
<b>Unspent Balance</b>	<b>-</b>	<b>(26,735)</b>	<b>266,210</b>	<b>784,114</b>	<b>866,992</b>	<b>1,890,581</b>

\*=These expenses are based on estimated to date and not final.

\*\*=Planned Expenditures based on approved MHSA Plan

**PADS Project approved May of 2022  
in the total amount of \$789,360.**

## **FACILITIES DEPARTMENT**

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

- The Community Garden Upgrades: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. The most recent update includes having received approval from the City to move forward on this project as of June 6, 2022 and immediately after this approval, a Request for Proposal was prepared. In July of 2022 the first RFP was posted and resulted with only one bidder who later withdrew their proposal. In September of 2022 the RFP was once again posted and also resulted in only one bidder. The contractor that submitted a bid is being recommended for this project and we are working on bringing the contract for the Board's approval as soon as possible and aiming for the next Governing Board meeting. Target date for project completion is within the 2022-23 fiscal year.
- 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 had previously been temporarily on hold until the Electrical/Power Upgrade Project was complete as this project was also being performed in the same building. The Electrical was completed in November of 2022. At the November of 2022 Governing Board Meeting an agreement with a design firm was approved for services to include the preparation of formal plans, a Request For Proposal and construction management for the project. Presently, our Facilities Department is closely working with the design firm on finalizing the design and formal plans. As of the date of this report, formal construction plans have now been submitted to the City for approval and once approved, the next phase will be soliciting contractors through an RFP process. Target date of project completion will be closer to the second quarter of 2023.

### Attachments:

*Attachment 7-A: December 31, 2022 Unaudited Monthly Financial Statements*

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

	AT DECEMBER 31, 2022			AT JUNE 30, 2022		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
<b>Current Assets</b>						
Cash	\$ 7,573,127	\$ 32,857,597	\$ 40,430,724	\$ 8,386,759	\$ 31,504,790	\$ 39,891,549
Accounts receivable, net of reserve for uncollectible accounts \$655,070 at December 31, 2022 and \$619,443 at June 30, 2022	4,312,356	3,808,241	8,120,597	5,136,408	3,180,707	8,317,115
Total Current Assets	<u>11,885,483</u>	<u>36,665,838</u>	<u>48,551,321</u>	<u>13,523,167</u>	<u>34,685,497</u>	<u>48,208,664</u>
<b>Property and Equipment</b>						
Land, building, furniture and equipment	3,832,621	9,791,483	13,624,104	3,828,354	9,742,614	13,570,969
Accumulated depreciation	(2,720,355)	(4,354,361)	(7,074,716)	(2,646,773)	(4,138,210)	(6,784,983)
Rights of use assets-building lease	1,753,343	-	1,753,343	1,753,343	-	1,753,343
Accumulated amortization-building lease	(858,410)	-	(858,410)	(679,424)	-	(679,424)
Total Property and Equipment	<u>2,007,199</u>	<u>5,437,122</u>	<u>7,444,321</u>	<u>2,255,500</u>	<u>5,604,404</u>	<u>7,859,904</u>
<b>Other Assets</b>						
Deposits and prepaid assets	233,724	451,556	685,280	38,122	508,459	546,581
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>2,240,923</u>	<u>8,688,678</u>	<u>10,929,601</u>	<u>2,293,622</u>	<u>8,912,863</u>	<u>11,206,485</u>
<b>Total Assests</b>	<u>14,126,406</u>	<u>45,354,516</u>	<u>59,480,922</u>	<u>15,816,789</u>	<u>43,598,360</u>	<u>59,415,149</u>
<b>Deferred Outflows of Resources</b>						
Deferred outflows related to the net pension liability	2,857,668	-	2,857,668	2,857,668	-	2,857,668
Total Deferred Outflows of Resources	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>
<b>Total Assets and Deferred Outflows of Resouces</b>	<u>\$ 16,984,074</u>	<u>\$ 45,354,516</u>	<u>\$ 62,338,590</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	332,939	-	332,939	274,821	24,000	298,821
Accrued payroll liabilities	127,865	219,331	347,196	133,589	166,355	299,944
Accrued vacation and sick leave	637,940	1,072,681	1,710,621	619,557	1,052,384	1,671,941
Deferred revenue	92,952	-	92,952	41,584	-	41,584
Reserve for Medi-Cal settlements	3,660,290	3,017,772	6,678,062	3,482,631	2,894,431	6,377,063
Current portion of lease liability	178,985	-	178,985	357,971	-	357,971
Total Current Liabilities	<u>5,030,972</u>	<u>4,309,784</u>	<u>9,340,756</u>	<u>4,910,153</u>	<u>4,137,171</u>	<u>9,047,324</u>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	(264,095)	264,095	-	740,003	(740,003)	-
<b>Long-Term Liabilities</b>						
Mortgages and home loan	-	29,435	29,435	-	29,435	29,435
Lease liability	715,948	-	715,948	715,948	-	715,948
Net pension liability	2,302,724	-	2,302,724	2,302,724	-	2,302,724
Unearned MHSA revenue	-	6,675,797	6,675,797	-	1,027,955	1,027,955
Total Long-Term Liabilities	<u>3,018,672</u>	<u>6,705,232</u>	<u>9,723,904</u>	<u>3,018,672</u>	<u>1,057,390</u>	<u>4,076,062</u>
<b>Total Liabilities</b>	<u>7,785,550</u>	<u>11,279,111</u>	<u>19,064,660</u>	<u>8,668,828</u>	<u>4,454,558</u>	<u>13,123,386</u>
<b>Deferred Inflow of Resources</b>						
MHSA revenues restricted for future period	-	-	-	-	13,290,168	13,290,168
Deferred inflows related to the net pension liability	2,010,157	-	2,010,157	2,010,157	-	2,010,157
Total Deferred Inflow of Resources	<u>2,010,157</u>	<u>-</u>	<u>2,010,157</u>	<u>2,010,157</u>	<u>13,290,168</u>	<u>15,300,325</u>
<b>NET POSITION</b>						
Invested in capital assets net of related debt	1,112,266	5,407,687	6,519,953	1,181,581	5,574,969	6,756,550
Restricted for MHSA programs	-	28,638,284	28,638,284	-	20,249,230	20,249,230
Unrestricted	6,076,101	29,435	6,105,536	6,813,891	29,435	6,843,326
Total Net Position	<u>7,188,367</u>	<u>34,075,406</u>	<u>41,263,773</u>	<u>7,995,472</u>	<u>25,853,634</u>	<u>33,849,106</u>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<u>\$ 16,984,074</u>	<u>\$ 45,354,516</u>	<u>\$ 62,338,590</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</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**  
**SIX MONTHS ENDED DECEMBER 31, 2022 AND 2021**

	PERIOD ENDED 12/31/22			PERIOD ENDED 12/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 1,490,446	\$ 1,543,666	\$ 3,034,112	\$ 1,645,022	\$ 1,426,902	\$ 3,071,923
Medi-Cal SGF-EPSDT	343,573	341,444	685,017	389,730	314,264	703,994
Medicare	3,656	1,398	5,054	6,918	3,670	10,587
Contracts	5,000	15,039	20,039	7,500	14,533	22,033
Patient fees and insurance	496	57	553	511	58	569
Rent income - TCMH & MHSA Housing	4,620	37,572	42,192	7,072	36,956	44,028
Other income	399	126	525	541	176	716
<b>Net Operating Revenues</b>	<b>1,848,190</b>	<b>1,939,300</b>	<b>3,787,491</b>	<b>2,057,293</b>	<b>1,796,558</b>	<b>3,853,851</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	4,532,283	6,787,092	11,319,374	4,093,339	5,982,120	10,075,459
Facility and equipment operating cost	308,008	584,399	892,407	391,481	657,649	1,049,131
Client lodging, transportation, and supply expense	9,472	40,740	50,212	146,611	562,907	709,518
Depreciation & amortization	158,816	309,903	468,719	79,212	207,991	287,203
Other operating expenses	308,739	851,721	1,160,461	305,666	597,184	902,850
<b>Total Operating Expenses</b>	<b>5,317,318</b>	<b>8,573,854</b>	<b>13,891,172</b>	<b>5,016,309</b>	<b>8,007,852</b>	<b>13,024,161</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(3,469,128)</b>	<b>(6,634,554)</b>	<b>(10,103,681)</b>	<b>(2,959,016)</b>	<b>(6,211,294)</b>	<b>(9,170,309)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	2,615,515	-	2,615,515	1,919,353	-	1,919,353
MHSA funds	-	14,780,860	14,780,860	-	11,870,954	11,870,954
Grants and Contracts	26,733	-	26,733	301,507	-	301,507
Interest Income	19,776	75,465	95,240	6,081	29,025	35,106
Interest expense	-	-	-	(11,840)	-	(11,840)
Total Non-Operating Revenues (Expense)	2,662,023	14,856,325	17,518,348	2,215,101	11,899,979	14,115,080
<b>INCOME (LOSS)</b>	<b>(807,105)</b>	<b>8,221,771</b>	<b>7,414,667</b>	<b>(743,914)</b>	<b>5,688,685</b>	<b>4,944,770</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(807,105)</b>	<b>8,221,771</b>	<b>7,414,667</b>	<b>(743,914)</b>	<b>5,688,685</b>	<b>4,944,770</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>7,995,472</b>	<b>25,853,634</b>	<b>33,849,106</b>	<b>4,787,631</b>	<b>24,868,486</b>	<b>29,656,117</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 7,188,367</b>	<b>\$ 34,075,406</b>	<b>\$ 41,263,773</b>	<b>\$ 4,043,717</b>	<b>\$ 30,557,171</b>	<b>\$ 34,600,887</b>

(Note 1) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

**Definitions:**

**Medi-Cal FFP**= Federal Financial Participation Reimbursement

**Medi-Cal SGF-EPSDT**=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

**TCMH**=Tri-City's Outpatient Clinic

**MHSA**=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING STATEMENTS OF CASH FLOWS  
SIX MONTHS ENDED DECEMBER 31, 2022 AND 2021**

	PERIOD ENDED 12/31/22			PERIOD ENDED 12/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 2,150,915	\$ 1,537,953	\$ 3,688,869	\$ 2,147,220	\$ 2,089,596	\$ 4,236,816
Cash payments to suppliers and contractors	(862,900)	(1,537,708)	(2,400,608)	(1,249,426)	(1,812,147)	(3,061,572)
Payments to employees	(4,519,623)	(6,713,820)	(11,233,442)	(4,756,892)	(5,984,130)	(10,741,021)
	<u>(3,231,607)</u>	<u>(6,713,575)</u>	<u>(9,945,181)</u>	<u>(3,859,098)</u>	<u>(5,706,680)</u>	<u>(9,565,778)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	7,074,048	7,074,048	-	9,147,827	9,147,827
CalHFA-State Administered Projects	-	64,485	64,485	-	110	110
Realignment	3,273,737	-	3,273,737	1,919,353	-	1,919,353
Grants and Contracts	148,100	-	148,100	269,498	-	269,498
	<u>3,421,837</u>	<u>7,138,534</u>	<u>10,560,371</u>	<u>2,188,851</u>	<u>9,147,938</u>	<u>11,336,789</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(4,267)	(48,869)	(53,136)	(55,903)	(149,560)	(205,463)
Principal paid on capital debt	-	-	-	(771,676)	-	(771,676)
Interest paid on capital debt	-	-	-	(11,840)	-	(11,840)
Intercompany-MHSA & TCMH	(1,004,098)	1,004,098	-	1,645,394	(1,645,394)	-
	<u>(1,008,364)</u>	<u>955,229</u>	<u>(53,136)</u>	<u>805,976</u>	<u>(1,794,954)</u>	<u>(988,978)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	30,814	160,459	191,272	7,161	32,970	40,131
	<u>30,814</u>	<u>160,459</u>	<u>191,272</u>	<u>7,161</u>	<u>32,970</u>	<u>40,131</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	(787,320)	1,540,647	753,326	(857,110)	1,679,273	822,163
<b>Cash Equivalents at Beginning of Year</b>	8,386,759	31,504,790	39,891,549	8,578,296	26,320,242	34,898,537
<b>Cash Equivalents at End of Month</b>	<u>\$ 7,599,438</u>	<u>\$ 33,045,437</u>	<u>\$ 40,644,875</u>	<u>\$ 7,721,186</u>	<u>\$ 27,999,515</u>	<u>\$ 35,720,701</u>
<b>Cash from the Balance Sheet</b>	<u>7,573,127</u>	<u>32,857,597</u>	<u>40,430,724</u>			
<b>YTD Gain/(Loss) from GASB 31 Fair Market Value</b>	<u>\$ (26,311)</u>	<u>\$ (187,840)</u>	<u>\$ (214,151)</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**  
**SIX MONTHS ENDING DECEMBER 31, 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
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 1,625,350	\$ 3,180,592	\$ (1,555,242)	\$ 1,683,387	\$ 2,928,463	\$ (1,245,075)	\$ 3,308,737	\$ 6,109,055	\$ (2,800,317)
Medi-Cal SGF-EPSDT	374,671	1,050,222	(675,550)	372,349	835,182	(462,833)	747,020	1,885,403	(1,138,383)
Medicare	3,656	6,000	(2,344)	1,398	1,050	348	5,054	7,050	(1,996)
Patient fees and insurance	496	550	(54)	57	-	57	553	550	3
Contracts	5,000	10,000	(5,000)	15,039	12,500	2,539	20,039	22,500	(2,462)
Rent income - TCMH & MHSA Housing	4,620	5,544	(924)	37,572	35,000	2,572	42,192	40,544	1,648
Other income	399	550	(151)	126	-	126	525	550	(26)
Provision for contractual disallowances	(166,002)	(412,682)	246,680	(170,626)	(376,365)	205,738	(336,628)	(789,046)	452,418
<b>Net Operating Revenues</b>	<b>1,848,190</b>	<b>3,840,776</b>	<b>(1,992,586)</b>	<b>1,939,300</b>	<b>3,435,830</b>	<b>(1,496,529)</b>	<b>3,787,491</b>	<b>7,276,606</b>	<b>(3,489,115)</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	4,532,283	5,679,411	(1,147,128)	6,787,092	8,162,302	(1,375,210)	11,319,374	13,841,712	(2,522,338)
Facility and equipment operating cost	319,485	472,495	(153,010)	585,779	998,081	(412,301)	905,264	1,470,575	(565,311)
Client program costs	5,497	27,737	(22,240)	12,956	537,587	(524,630)	18,454	565,324	(546,870)
Grants	-	-	-	40,100	165,000	(124,900)	40,100	165,000	(124,900)
MHSA training/learning costs	-	-	-	53,049	47,500	5,549	53,049	47,500	5,549
Depreciation & amortization	158,816	81,715	77,102	309,903	217,450	92,453	468,719	299,164	169,555
Other operating expenses	301,237	282,051	19,187	784,976	805,080	(20,104)	1,086,213	1,087,131	(917)
<b>Total Operating Expenses</b>	<b>5,317,318</b>	<b>6,543,407</b>	<b>(1,226,089)</b>	<b>8,573,854</b>	<b>10,932,998</b>	<b>(2,359,144)</b>	<b>13,891,172</b>	<b>17,476,405</b>	<b>(3,585,233)</b>
<b>OPERATING (LOSS)</b>	<b>(3,469,128)</b>	<b>(2,702,631)</b>	<b>(766,497)</b>	<b>(6,634,554)</b>	<b>(7,497,169)</b>	<b>862,615</b>	<b>(10,103,681)</b>	<b>(10,199,800)</b>	<b>96,118</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	2,615,515	2,200,000	415,515	-	-	-	2,615,515	2,200,000	415,515
MHSA Funding	-	-	-	14,780,860	14,780,860	-	14,780,860	14,780,860	-
Grants and contracts	26,733	402,500	(375,767)	-	-	-	26,733	402,500	(375,767)
Interest (expense) income, net	19,776	11,700	8,076	75,465	75,210	255	95,240	86,910	8,330
<b>Total Non-Operating Revenues (Expense)</b>	<b>2,662,023</b>	<b>2,614,200</b>	<b>47,823</b>	<b>14,856,325</b>	<b>14,856,070</b>	<b>255</b>	<b>17,518,348</b>	<b>17,470,270</b>	<b>48,078</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ (807,105)</b>	<b>\$ (88,431)</b>	<b>\$ (718,674)</b>	<b>\$ 8,221,771</b>	<b>\$ 7,358,902</b>	<b>\$ 862,870</b>	<b>\$ 7,414,667</b>	<b>\$ 7,270,471</b>	<b>\$ 144,196</b>

**Definitions:**

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**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

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**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
SIX MONTHS ENDING DECEMBER 31, 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 \$3.5 million for the following reasons:***

- 1 Medi-Cal FFP revenues for FY 2022-23** were \$2.8 million lower than the budget. Medi-Cal FFP revenues were approximately \$1.6 million lower for TCMH and \$1.2 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$1.2 million and the children program revenues were lower by \$327 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$751 thousand and the Children and TAY FSP programs were lower by \$494 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2022-23** were lower than budget by \$1.1 million of which \$676 thousand lower were from TCMH and \$463 thousand lower were from MHSA. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.  
  
> *Medi-Cal and Medi-Cal SGF-EPSTD revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled. For the fiscal year 2022-23, Tri-City is in the process of migrating from its current electronic health records (EHR) system to a new EHR system, CERNER. During this transition and training period, low volume of billings are to be expected as staff are learning and adapting to the new EHR system.*
- 3 Medicare revenues** are approximately \$2 thousand lower than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are lower than the budget by \$2 thousand.
- 5 Rent Incomes** are approximately \$2 thousand higher than the budget. The rental income represents the payments collected from Genoa pharmacy space leasing at the 2008 N. Garey and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2022-23 was \$452 thousand lower than budget due to lower revenues.

**Operating Expenses**

***Operating expenses were lower than budget by approximately \$3.6 million for the following reasons:***

- 1 Salaries and benefits** are \$2.5 million lower than budget and of that amount, salaries and benefits are \$1.1 million lower for TCMH operations and are approximately \$1.4 million lower for MHSA operations. These variances are due to the following:  
  
**TCMH** salaries are lower than budget by \$773 thousand due to vacant positions and benefits are lower than budget by \$374 thousand. Benefits are budgeted as a percentage of the salaries. Therefore, when salaries are lower, benefits will also be lower.  
  
**MHSA** salaries are lower than budget by \$939 thousand. The direct program salary costs are lower by \$752 thousand due to vacant positions and the administrative salary costs are lower than budget by \$187 thousand. Benefits are lower than the budget by \$435 thousand. Of that, health insurance is lower than budget by \$293 thousand, state unemployment insurance is lower by \$58 thousand, workers compensation is lower by \$46 thousand, medicare tax and other insurances are lower by \$38 thousand.
- 2 Facility and equipment operating costs** were lower than the budget by \$565 thousand of which \$153 thousand lower were from TCMH and \$412 thousand lower were from MHSA. Lower facility costs were due to the implementation of the GASB 87 where part of the rent expense was reclassified as amortization expense (see depreciation and amortization below.) As for equipment, the lower costs were related to the CFTN expenses budgeted to be spent during the fiscal year that has not yet happened.
- 3 Client program costs** are lower than the budget by \$547 thousand mainly from MHSA due to lower FSP client costs.
- 4 Grants for fiscal year 2022-23** are approximately \$125 thousand lower than the budget mainly from the new Student Loan Forgiveness program under the WET plan which were scheduled to be disbursed during the last quarter of the fiscal year. Other grants awarded under the PEI Community Wellbeing project are in line with the budget.
- 5 MHSA learning and training costs** are higher than the budget by approximately \$6 thousand.
- 6 Depreciation and amortization** are \$170 thousand higher than the budget mainly due to the implementation of the GASB 87 where building leases are reported as the rights to use assets and the associated lease liabilities are recorded. These liabilities will then be gradually reduced as the rents are paid and the assets are monthly amortized.

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
SIX MONTHS ENDING DECEMBER 31, 2022**

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

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- 7 Other operating expenses** were lower than the budget by \$1 thousand of which \$19 thousand higher were from TCMH and \$20 thousand lower were from MHSA. At TCMH, the higher cost was partly due to the liability insurance share of cost for the Psychiatric Assessment Care Team (PACT) program with the City of Claremont Police Department. Attorney fees and security expense for TCMH were also higher. At MHSA, the lower costs were from the conference fees and professional fees, offset by higher security costs, attorney fees and liability insurance.

**Non-Operating Revenues (Expenses)**

**Non-operating revenues, net, are higher than budget by \$48 thousand as follows:**

- 1 TCMH non-operating revenues** are \$48 thousand higher than the budget. Of that, realignment fund is higher than the budget by \$416 thousand due to timing, grants and contracts are lower than the budget by \$376 thousand due to timing with the anticipation that the Mental Health Student Services Act (MHSSA) program to start and ram up during the fiscal year 2022-23 and lastly, interest income net with fair market value is higher than budget by \$8 thousand due to higher interest rate earned.
- 2 MHSA non-operating revenue** is in line with than the budget. In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 12,284,819	\$ 12,284,819	\$ -
<b>PEI funds received and available to be spent</b>	2,221,507	2,221,507	-
<b>WET funds received and available to be spent</b>	-	-	-
<b>CFTN funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	274,534	274,534	-
<b>Non-operating revenues recorded</b>	<u>\$ 14,780,860</u>	<u>\$ 14,780,860</u>	<u>\$ -</u>

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

**Interest income** net with fair market value is in line with the budget.

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**SIX MONTHS ENDED DECEMBER 31, 2022 AND 2021**

	PERIOD ENDED 12/31/22			PERIOD ENDED 12/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 1,490,446	\$ 1,543,666	\$ 3,034,112	\$ 1,645,022	\$ 1,426,902	\$ 3,071,923
Medi-Cal SGF-EPSDT	343,573	341,444	685,017	389,730	314,264	703,994
Medicare	3,656	1,398	5,054	6,918	3,670	10,587
Realignment	2,615,515	-	2,615,515	1,919,353	-	1,919,353
MHSA funds	-	14,780,860	14,780,860	-	11,870,954	11,870,954
Grants and contracts	31,733	15,039	46,771	309,007	14,533	323,541
Patient fees and insurance	496	57	553	511	58	569
Rent income - TCMH & MHSA Housing	4,620	37,572	42,192	7,072	36,956	44,028
Other income	399	126	525	541	176	716
Interest Income	19,776	75,465	95,240	6,081	29,025	35,106
<b>Total Revenues</b>	<b>4,510,213</b>	<b>16,795,625</b>	<b>21,305,839</b>	<b>4,284,234</b>	<b>13,696,537</b>	<b>17,980,771</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	4,532,283	6,787,092	11,319,374	4,093,339	5,982,120	10,075,459
Facility and equipment operating cost	308,008	584,399	892,407	391,481	657,649	1,049,131
Client lodging, transportation, and supply expense	9,472	40,740	50,212	146,611	562,907	709,518
Depreciation & amortization	158,816	309,903	468,719	79,212	207,991	287,203
Interest expense	-	-	-	11,840	-	11,840
Other operating expenses	308,739	851,721	1,160,461	305,666	597,184	902,850
<b>Total Expenses</b>	<b>5,317,318</b>	<b>8,573,854</b>	<b>13,891,172</b>	<b>5,028,149</b>	<b>8,007,852</b>	<b>13,036,000</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(807,105)</b>	<b>8,221,771</b>	<b>7,414,667</b>	<b>(743,914)</b>	<b>5,688,685</b>	<b>4,944,770</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
<b>NET POSITION, END OF MONTH</b>	<b>\$ 7,188,367</b>	<b>\$ 34,075,406</b>	<b>\$ 41,263,773</b>	<b>\$ 4,043,717</b>	<b>\$ 30,557,171</b>	<b>\$ 34,600,887</b>

**NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.**

**Definitions:**

**Medi-Cal FFP**= Federal Financial Participation Reimbursement

**Medi-Cal SGF-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:** February 15, 2023

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

**FROM:** Elizabeth Renteria, LCSW, Chief Clinical Officer

**SUBJECT:** Monthly Clinical Services Report

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**UPDATE: Cerner Implementation and Data Collection**

Tri-City Mental Health Authority continues to implement the Cerner electronic health record technology. We are learning about the software's data tracking and report generating capabilities in this process. Please note that monthly reports for the time being will not contain the data and outcomes previously reported on. We will be developing new reports that we will be able to share with the board in the months to come.

**CLINICAL SERVICES SPOTLIGHT: EVIDENCED BASED TRAINING PROGRAM**

Tri-City Mental Health Authority is committed to providing clinically sound, culturally relevant, and scientifically based treatment to our clients. To that end the clinical department is working in partnership with the Workforce Education and Training staff to ensure our providers are trained in core mental health treatment interventions. On January 25, 2023 and February 1, 2023 approximately 70 staff members attended a training on Recovery Oriented Cognitive Behavioral Therapy presented by the Beck Institute. Cognitive Behavioral Therapy (CBT) is recognized worldwide as an efficacious therapy model and been demonstrated to be effective for a range of problems including depression, anxiety disorders, alcohol and drug use problems, marital problems, eating disorders, and severe mental illness including psychosis. CBT is based on several core principles, including: 1. Psychological problems are based, in part, on faulty or unhelpful ways of thinking. 2. Psychological problems are based, in part, on learned patterns of unhelpful behavior. 3. People suffering from psychological problems can learn better ways of coping with them, thereby relieving their symptoms and becoming more effective in their lives. (<https://www.apa.org/ptsd-guideline/patients-and-families/cognitive-behavioral.pdf>) Properly delivered CBT can lead to significant improvement in functioning and quality of life for clients.

Access to Care Department (January/2023):

The Access to Care department, for the month of January/2023 continued to see a steady flow of service requests for both adults and children requesting mental health services. Recently over the last few months, we have seen an increase of walk-ins at our Royalty location which processes service requests for children and young adults. These service requests were previously primarily processed over the phone. We assume people are either becoming more comfortable walking in for services as opposed to calling in their

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
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**February 15, 2023**

service requests or there is an increased need for mental health services amongst our youth and young adults.

Referrals:

The Access to Care team has noted that individuals requesting services at Tri-City are being referred from various surrounding agencies including but not limited to:

- SRTS system-Access Center
- East Valley Community Clinic/Behavioral Department
- DCFS
- Primary Care Physicians
- DPSS
- Park tree Community Clinic
- Prototypes
- Pacific Clinics
- Schools
- Five Acres
- David & Margaret
- Just Us 4 Youth
- Regional Center
- Tri-City Supplemental Crisis Line.
- Internal Tri-City Departments (i.e., IOET)
- Hospitals/jails: Mission Community Hospital, Huntington Hospital in Pasadena, BHC Alhambra Hospital, Pomona Valley Hospital, Twin Towers, Glendale Memorial Hospital, Glendale Adventist Medical Center, Pacifica Hospital, Olive View Hospital, White Memorial Medical Center, Kaiser, Kedren Hospital, LAC+Augustus Hospital, College Hospital in Cerritos, College Medical In Long Beach, Park West Hospital in Covina, and Aurora Charter Oak Hospital.
- Referred by family member, community members, past/current Tri-City clients.

There are times formal referrals are received via our SRTS system (Service Request Tracking System), some referrals are called in directly to our Access to Care department, while others are faxed, while others are sent to Tri-City informally by above mentioned entities to access services. The good news is that people are aware of Tri-City and the services we offer and are reaching out to utilize these services.

**THERAPEUTIC COMMUNITY GARDEN**

This month the TCG team has been very busy with outreaching new external entities and entities we have already worked with. The TCG team has organized a tentative calendar of specific organizations that we plan on collaborating with for the upcoming months. In order for the team to establish a calendar of potential external collaboration dates, we have done several outreach phone calls, opened up our garden for a collaborative meeting, and had continuous communication with the entities we have reached out to. For the month of February TCG staff member's, Cory and Elizabeth will be host a table

**Governing Board of Tri-City Mental Health Authority**  
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at the Cal Poly Pomona University, Pride Center. This opportunity will allow for the 0-25 population to learn more about mental health and the TCG services we provide. In addition, on Monday January 30th Cory, Kyra and Elizabeth attended an observation at Casa Colina Children's Center. The observation allowed for the team to see how we can best collaborate with Nicole Burris, Occupational Therapist and Janey Han, Speech Therapist to best serve their Adventure Together Group (ages 12-16). Nicole Burris mentioned that she would love for us to come in on the month of March. Further, Sara has touched bases with the Bronco Wellness Center at Cal Poly Pomona, where they are interested in a succulent planting workshop, focusing on resiliency. There are some logistics that need to be organized regarding materials. Although, the Bronco Wellness Center would like the workshop to be held for the month of March. In closing, the TCG team will continue to make all the efforts to serve the community and welcome all who need mental health support.



*Above: (left) Volunteer heirloom Romanesco Broccoli plant; (center) TCG Participant Harvest with fresh salad, greens, herbs & Cool Season Seed Kit to grow vegetables at home; (right) Newly planted broccoli starter plants with passive pest protection barrier*

**PERMANENT SUPPORTIVE HOUSING DATA FOR FISCALYEAR**

**21**  
**Unique**  
**Individuals**  
**Assisted with**  
**Eviction**  
**Prevention**

**82**  
**Unique**  
**Individuals**  
**Assisted with**  
**Maintaining their**  
**Housing**

**9**  
**Unique**  
**Individuals who**  
**secured housing**  
**either in Tri-City**  
**or elsewhere**

**85**  
**Unique**  
**Individuals**  
**Assisted with**  
**Obtaining**  
**Housing**

**105**  
**Unique**  
**Individuals**  
**Connected to**  
**Housing**  
**Resources**



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

**DATE:** February 15, 2023

**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

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**SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), and PACT TEAMS IN JANUARY 2023**

IOET Program:

- Number of all new outreach= 66
- Number client given intake appointments= 34
- Number of clients opened= 14
- Total number of ALL clients outreach= 209
- Total number of homeless served= 143
- Percentage of clients outreach that are homeless= 68%
- Percentage of clients enrolled this month in formal services that are homeless= 36%

Service area:

- Pomona= 185
- Laverne= 3
- Claremont= 21
- Total= 209

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 1
- FSP-adult= 4
- FSP-TAY (Transition Age Youth) = 2
- AOP (Adult Outpatient Program) = 6
- COP (Children Outpatient Program) = 0
- FCCS (Field Capable Clinical Services) = 1
- FSP Children= 0

Health Issues:

- Number of initial health assessments completed= 4
- Number of clients linked to PCP appointments with IOET LPT= 8

Chemical Dependency:

- Number of completed chemical dependency assessments completed= 22
- Number of attempted chemical dependency assessments= 7

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

- Number of new individuals added for the month= 14
- Number of closed individuals for the month= 20
- Number of holds written for the month= 1
- Number enrolled in formal services for the month= 2
- Number referred to IOET this month= 1





## Tri-City Mental Health Authority Monthly Staff Report

**DATE:** February 15, 2023

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

**BY:** Dana Barford, Director of MHSA and Ethnic Services

**SUBJECT:** Monthly MHSA and Ethnic Services Report

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### **ETHNIC SERVICES**

Lunar New Year, which occurred on January 22, was meant to be a time for joy, blessings, and celebration and yet it has been marked by tragedy due to senseless gun violence. It is impossible to describe the overwhelming pain, sadness, fear, and trauma that has taken place over the past few weeks, and its impact on the Asian American and Pacific Islander (AAPI) community, the Latino community and the communities of Monterey Park, Half Moon Bay and East Oakland.

In response to these tragic events, as well as similar events in the past, Tri-City came together to offer words of support and encouragement as well as helpful resources to our community, clients, and staff. These efforts were manifested via social media, Tri-City's website and through emails promoting the Supplemental Crisis Line, Employee Assistance Programs (EAP), as well as healing circles hosted by local AAPI communities.

In these heartbreaking situations, Tri-City's Diversity Equity, and Inclusion (DEI) Coordinator as well as the Holistic Asian American and Pacific Islander (HAAPI) Wellness Collaborative play an important role and act as a first response team in assessing these situations and formulating an immediate plan of action to respond quickly with sensitivity and respect.

### **MHSA COMMUNITY PLANNING PROCESS**

Tri-City will be hosting their next Stakeholder meetings on Wednesday, March 1 from 10:00 am to 11:30 am and on Thursday March 2, from 5:30 pm to 7:00 pm. These meeting will focus on providing attendees with an update on current MHSA programs as well as asking for stakeholder feedback on proposals impacting FY 2023-24. Both meetings will be held virtually and the links to each meeting can be found on Tri-City's website.

### **COMMUNITY NAVIGATORS**

Under the San Gabriel Valley Council of Governments (SGVCOG), the City of Pomona received a grant for Homeless Prevention funds that the Community Navigator Program will be overseeing. Anyone within the cities of Pomona, Claremont, and La Verne, that is facing a financial hardship that may put them at risk of becoming homeless, can contact

a Community Navigator for assistance. Through these homeless prevention funds the following assistance will be available: rental assistance, security deposit, reunification assistance, utility assistance, and some furniture assistance such as a stove or refrigerator.

### Community Navigator Success Story

An elderly woman living in a mobile home park contacted a Community Navigator because her water heater had stopped working and she did not have the money to pay for a new one. She was struggling without hot water, and it had been extremely cold due to the weather. The Navigator assisting her began contacting several programs to see what assistance was available. The Navigator was able to identify a program through the Gas Company that could assist her if she met the income criteria, which she did. Through the persistent efforts of the Navigator, the Gas Company agreed to install a new water heater for her at no charge, for which she expressed her heartfelt gratitude.

## **PREVENTION AND EARLY INTERVENTION (PEI)**

### Community Wellbeing

The final steps are underway in this year's Community Wellbeing Grant outreach campaign. Program staff will be hosting two Bidder's Conferences for communities who are interested in applying for a Community Wellbeing Grant. The Bidder's Conference meetings are mandatory for all applicants and will be held on February 21, at 6:00 pm and February 23, at 10:00 am. Each meeting has identical information and participants are only required to attend one. To register for the Bidders Conference for the Community Wellbeing Grants, visit our website [www.tricitymhs.org](http://www.tricitymhs.org) or contact Daisy Martinez [dmartinez@tricitymhs.org](mailto:dmartinez@tricitymhs.org) (909) 326-4630.

### Stigma Reduction

Final applications for the Courageous Minds Speakers Bureau were received and the first workshop began with 5 participants. Courageous Minds brings together a small group of people to learn how to share their experiences with a mental health condition or what it's been like supporting someone they care about. These participants will meet on a weekly basis to help them construct their mental health story and will be featured as a part of Green Ribbon Week which will take place March 13 through March 17. This year's theme is #MentalHealthForAll in alignment with Tri-City's Stigma Reduction Campaign, Room4Everyone.



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

**DATE:** February 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

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**2022 TRIENNIAL REVIEW - LOS ANGELES COUNTY DEPARTMENT MENTAL HEALTH**

This is a brief report of Tri-City Mental Health Authority's (TCMHA) findings from the Los Angeles County Department Mental Health (LACDMH) Medi-Cal Specialty Mental Health Services Triennial Review, performed by the California Department of Health Care Services (DHCS).

As a recap, the review occurred in September of 2022 and consisted of an evaluation of LACDMH operations, as well as a chart documentation review consisting of 80 Medi-Cal beneficiaries from randomly selected service providers across the LACDMH system of care. TCMHA was selected to be a part of the chart documentation review.

The chart review examined compliance with regulations and standards related to Medical Necessity, Assessment, Medication Consent, Client Plans, Progress Notes, and Provision of ICC Services and IHBS for Children and Youth.

The review outcomes for TCMHA demonstrated overall compliance, and there were no disallowed claims identified in the audit. There was, however, one identified finding related to timeliness of progress note documentation. Our average completion timeliness, for the reviewed records, fell just slightly outside of the DHCS required completion time frame. The Best Practices Department, in collaboration with the Clinical Department, will submit a Plan of Correction to address how we will improve and ensure documentation timeliness.

**2023 PAYMENT ERROR RATE MEASUREMENT (PERM) REVIEW - CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)**

Tri-City Mental Health Authority (TCMHA) received notification that we were randomly selected for the 2023 California CMS – PERM Review, as a Medicare/Medicaid Service Provider. Each state is reviewed every three years and the goal of the PERM review is to measure the payments made that did not meet statutory, regulatory or administrative requirements.

**Governing Board of Tri-City Mental Health**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Natalie Majors-Stewart**  
**February 15, 2023**  
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The Payment Error Rate Measurement (PERM) review evaluates and reports a national improper payment rate for Medicaid and the Children's Health Insurance Program (CHIP) to comply with the requirements of the Payment Integrity Information Act (PIIA) of 2019. The PERM program submits aggregated measurements to Congress along with a report on proposed actions to reduce the improper payments.

The Best Practices Division has submitted the requested documents (collected by LACDMH), and will provide any outcomes/updates provided, to the board, as necessary.