



HOPE. WELLNESS. COMMUNITY.

Let's find it together.

TRI-CITY MENTAL HEALTH AUTHORITY

AGENDA

GOVERNING BOARD REGULAR MEETING

WEDNESDAY, JUNE 21, 2023 AT 5:00 P.M.
MNSA ADMINISTRATION BUILDING
2001 NORTH GAREY AVENUE, POMONA, CA 91767

To join the meeting on-line click on the following link:

<https://tricitymhs-org.zoom.us/j/83705755937?pwd=VkxoU2ppR1FXyjveWs3Y3NQmndoQT09>
Passcode: awFL+Wy4

Founded in 1960
by the residents

of Pomona,
Claremont and La
Verne.

GOVERNING BOARD

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

Administrative Office

1717 North Indian Hill
Boulevard, Suite B
Claremont, CA 91711
Phone (909) 623-6131
Fax (909) 623-4073

Clinical Office / Adult

2008 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 865-9281

Clinical Office / Child & Fam

1900 Royalty Drive, Suite 180
Pomona, CA 91767
Phone (909) 766-7340
Fax (909) 865-0730

MNSA Administrative Office

2001 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 326-4690

Wellness Center

1403 North Garey Avenue
Pomona, CA 91767
Phone (909) 242-7600
Fax (909) 242-7691

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

In-person participation: raise your hand when the Governing Board Chair invites the public to speak.

Online participation: you may provide audio public comment by connecting to the meeting online through the zoom link provided; and use the Raise Hand feature to request to speak.

Please note that virtual attendance is a courtesy offering and that technical difficulties shall not require that a meeting be postponed.

Written participation: you may also submit a comment by writing an email to molmos@tricitymhs.org. All email messages received by 3:00 p.m. will be shared with the Governing Board before the meeting.

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 Governing Board less than 72 hours prior to this meeting, are available for public inspection at 1717 N. Indian Hill Blvd., Suite B, in Claremont during normal business hours.

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

GOVERNING BOARD CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

Board Members Carolyn Cockrell, Paula Lantz, Wendy Lau, Elizabeth Ontiveros-Cole, and Ron Vera; Vice-Chair John Nolte; and Chair Jed 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 TCMHA's website: <http://www.tricitymhs.org>

CONSENT CALENDAR**1. APPROVAL OF MINUTES FROM THE MAY 17, 2023 GOVERNING BOARD AND MENTAL HEALTH COMMISSION REGULAR JOINT MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board and Mental Health Commission Regular Joint Meeting of May 17, 2023.”

2. CONSIDERATION OF RESOLUTION NO. 712 ESTABLISHING THE CLASS SPECIFICATION AND SALARY RANGE FOR THE GRANTS MANAGER POSITION; AND REVISING THE AUTHORITY'S MASTER CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE JULY 1, 2023

Recommendation: “A motion to adopt Resolution No. 712 establishing and adding the Grants Manager position to the Authority's Master Classification and Salary Schedule effective July 1, 2023.”

3. CONSIDERATION OF RESOLUTION NO. 713 ESTABLISHING THE CLASS SPECIFICATION AND SALARY RANGE FOR THE DEPUTY CHIEF CLINICAL OFFICER POSITION; AND REVISING THE AUTHORITY'S MASTER CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE JULY 1, 2023

Recommendation: “A motion to adopt Resolution No. 713 establishing and adding the Deputy Chief Clinical Officer position to the Authority's Master Classification and Salary Schedule effective July 1, 2023.”

4. CONSIDERATION OF RESOLUTION NO. 714 ESTABLISHING THE EXPANSION OF VACATION AND COMPENSATORY CASH OUT POLICY AND PROCEDURE NO. II.21 EFFECTIVE JULY 1, 2023

Recommendation: “A motion to adopt Resolution No. 714 establishing the expansion of Vacation and Compensatory Cash-Out Policy and Procedure No. II.21, effective July 1, 2023.”

NEW BUSINESS

5. CONSIDERATION OF AWARDING THIRTEEN COMMUNITY WELLBEING GRANTS TOTALING \$117,104.00 FOR FISCAL YEAR 2023-24 UNDER THE COMMUNITY CAPACITY BUILDING PROJECT OF THE PREVENTION AND EARLY INTERVENTION (PEI) PLAN

Recommendation: “A motion to award thirteen (13) Community Wellbeing Grants totaling \$117,104.00 to be funded under the PEI Plan in FY 2023-24”

6. CONSIDERATION OF AWARDING SIX MENTAL HEALTH STUDENT SERVICES ACT (MHSSA) SUB-GRANTS TOTALING \$441,710.76 BEGINNING JULY 1, 2023 THROUGH JUNE 30, 2026, UNDER THE MHSSA GRANT RECEIVED FROM THE CALIFORNIA MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION (MHSOAC)

Recommendation: “A motion to award six (6) Mental Health Student Services Act Sub-Grants totaling \$441,710.76, beginning July 1, 2023 through June 30, 2026, to be funded under the MHSSA Grant received from the Mental Health Services Oversight and Accountability Commission.”

MONTHLY STAFF REPORTS

7. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT

8. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

9. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

10. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

11. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT

12. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**GOVERNING BOARD COMMENTS**

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

PUBLIC COMMENT

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

CLOSED SESSION

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov't Code § 54957)

Title of Position of Employee Being Evaluated: Executive Director

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, July 19, 2023 at 5:00 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

JOINT MEETING OF THE GOVERNING BOARD AND THE MENTAL HEALTH COMMISSION MAY 17, 2023 – 5:00 P.M.

The Joint Governing Board and Mental Health Commission held on Wednesday, May 17, 2023 at 5:02 p.m. in the MHSA Office located at 2001 North Garey Avenue, Pomona, California.

CALL TO ORDER Vice-Chair Nolte called the meeting to order at 5:02 p.m.

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

GOVERNING BOARD

PRESENT: John Nolte, City of Pomona, Vice-Chair
Carolyn Cockrell, City of La Verne, Board Member
Paula Lantz, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member
Yvonne Duran, City of La Verne, Alternate Board Member
Jamie Earl, City of Claremont, Alternate Board Member

ABSENT: Jed Leano, Chair, City of Claremont
Wendy Lau, City of La Verne, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member

MENTAL HEALTH COMMISSION

PRESENT: Anne Henderson, Chair
Wray Ryback, Vice-Chair
Carolyn Cockrell, GB Member Liaison
Clarence D. Cernal
Joan M. Reyes
Twila L. Stephens

ABSENT: Isabella A. Chavez
Nichole Perry
Toni L. Watson

STAFF: Rimmi Hundal, Executive Director
Steven Flower, General Counsel
Diana Acosta, Chief Financial Officer
Natalie Majors-Stewart, Chief Compliance Officer
Elizabeth Renteria, Chief Clinical Officer
Seeyam Teimoori, Medical Director
Dana Barford, Director of MHSA & Ethnic Services
Mica Olmos, JPA Administrator/Clerk

PRESENTATION

YOUTH WELLNESS SYMPOSIUM HELD ON APRIL 29, 2023 AT WESTERN UNIVERSITY IN POMONA, FOR 12 - 18 YEAR OLD PERSONS

Lisa Naranjo, MHSA Program Supervisor -PEI, provided an overview of the Youth Wellness Symposium held on April 29, 2023 at Western University, stating that staff hosted an event specifically for youth since their population has been highly impacted by mental health challenges. She noted that the COVID-19 pandemic exacerbated those mental health challenges; and that staff wanted to create a space for youth to come, participate and get the resources they need. She then referred to the event brochure, which participants received at the event, and pointed out that it listed the keynote speaker, the agenda for the day, and the community partners that collaborated as workshop presenters or to set-up a resource table. She reported that 71 youth participated, with approximately over half of the youth being female and the rest were male or gender fluid. She reported that there was good representation of youth since they identified themselves as being heterosexual, lesbian, or queer, and some opted not to say; that the age ranged from 12 to 18; that the primary language was English followed by Spanish, and some opted not to say; and that ethnicity included Asian, Black, Hispanic, Caucasian and also some that preferred not to say. She then discussed the various activities and resources provided which were related to mental health and wellness, and included over 16 resources, 11 workshops offered 3 times across two different buildings, raffles, and that each participant received a backpack (donated by TCMHA) with giveaways. Lastly, she indicated that throughout the day, the youth were asked for feedback regarding the event; and that they mentioned that they enjoyed lunch and the workshops, the activities were fun, they liked hanging out with friends, and overall it was a great day.

Vice-Chair Nolte inquired if there was a plan to host the event again. MHSA Program Supervisor Naranjo replied in the affirmative adding that they would also like to invite families and provide workshops for the adults since it is likely that the youth will not remember or fully articulate the information received during the event to their families.

Commissioner Cernal inquired how the event was advertised. MHSA Program Supervisor Naranjo responded that it was posted on Tri-City's website and social media; all the social media accounts and websites of the organizations that partnered and collaborated in this event, including the local school districts; and that announcements were posted at Tri-City buildings.

Board Member Cockrell commented that by including families, staff may be able to capture more kids as well.

FRAMEWORK OF COMMUNITY ASSISTANCE, RECOVERY AND EMPOWERMENT (CARE) COURT DESIGNED TO PROVIDE SUPPORT AND CARE TO PEOPLE WITH MENTAL HEALTH AND SUBSTANCE USE DISORDERS

Chief Clinical Officer Renteria provided an overview of CARE Court history, talk about its components, and discussed what the local implementation looks like at this time, noting that it is evolving. She pointed out that her presentation was adapted from the CBHDA's Care Court 101 and other sources. She shared comments by California Governor Gavin Newsom about CARE court; stating that the hope is that it is a shift in how the most vulnerable with specific diagnosis are cared for in the community, which is building on existing investments in mental health and housing. She explained that CARE stands for Community, Assistance, Recovery, and

Empowerment, and it is officially known as Senate Bill 1338 brought forth by Senator Umberg from Santa Ana and Senator Talamantes Eggman from Stockton; and is a new civil process designed to connect individuals that are experiencing schizophrenia spectrum and other psychotic disorders to County Behavioral Health Service from 12 up to 24 months; it is not a criminal court process; it is not for all diagnoses; it is not specifically a housing program; and it is not for those individuals who are considered clinically stable in voluntary care; and the program is building on existing \$14 billion multi-year investment to provide housing units and more than \$10 billion annually in community health and behavioral services. She then provided terminology and talked about the CARE components: the petitioner, an individual who files a petition for someone they believe to be eligible for CARE court; the respondent, an individual who will be the subject of the proceedings; court and judge will be the ones who oversee the proceedings; County Behavioral Health Agency, will be responsible for engaging the respondent and providing health services; the public defender will be responsible for representing the respondent; the County Counsel; and supporters. She then explained the pathway through CARE: people get referred, an evaluation will ensue, a care plan will be developed, support will be provided, and success will be tracked; and also how the CARE Court process will be initiated, which begins by 1) the petitioner filling out the petition form, 2) the court will review the petition to verify the respondent is eligible or may be eligible, and 3) if there is sufficient evidence, then the case is set for an initial appearance within 14 days and directs the County Behavioral Health Agency to evaluate and attempt to engage the respondent into voluntary services. She then discussed the criteria for eligibility, noting that CARE Court is the least restrictive option to ensure recovery and stability and the affected person will likely benefit. She also provided the exclusions of CARE Court, noting that it is not for people with conditions other than schizophrenia, psychotic conditions, and severe mental illness; and it is not for psychosis resulting from traumatic brain injury, autism, dementia, other neurological disorders, or substance abuse disorders; it is not for individuals clinically stabilized in on-going voluntary treatment; lastly, it is not for individuals not at risk of relapse or grave disability. She also explained the Voluntary Services Agreement Process and the Court Ordered Services Process which begin with a petition filed in court, appearance in court, eligibility hearing, a clinical evaluation, then a care plan is developed, followed by a progress hearing, a one-year status hearing, and a graduation or extension, with the only difference between the two processes is that the Voluntary Services Process has a CARE agreement and the Court Services Process does not.

Discussion ensued regarding the housing situation for the individual during the petition, appearance, and hearing process; as there is no placement process that happens when the petition is filed and will be determined with subsequent planning.

Chief Clinical Officer Renteria then indicated that petitions have to be valid otherwise a person can be found to be “vexatious litigant” under California law, if multiple petitions are found that are without merit or intended to harass or annoy, noting that Respondents will have rights, including being represented by an attorney. She added that one of the chief outcomes of the CARE court process is to develop a Care plan that will allow work to be done in collaboration with their supporter, their attorney, or others who are concerned, and will address the best treatment for the individual allowing the opportunity for success and stabilization. She noted that the CARE plan behavioral health treatment services are those limited to Medi-Cal behavioral health, 1991 realignment, 2011 realignment, the Mental Health Services Act, and private insurance to cover the costs of the CARE court evaluations. She then discussed the treatment components which include developing a behavioral health treatment that is clinically appropriate, community based, culturally and linguistically competent, can include short-term stabilization medications, wellness and recovery supports, and connection to local services, and a housing plan if needed.

She then expressed gladness to hear that the County will be potentially offering Psychiatric Advance Directives which are part of the planning for the terminations which can be achieved through a graduation plan or court termination. She pointed out that accountability is built into the process, if the respondent does not participate in the level that is hoped for, it is presumed that the individual needs a higher level of care, i.e. conservatorship or something higher; if the local agencies are found not providing services or making good faith attempts to provide them as indicated by the CARE plan, they can be fined \$1,000 per day up to \$25,000 per violation; and there will also be an annual report by an independent evaluator for the performance of the Department of Health Care Services that will be provided to the legislation in 3 and 5 years regarding progress. Lastly, she reported that the implementation is in progress and the proposed timeline will begin in October 2023 with Cohort 1 (Counties of Glenn, Orange, Riverside, San Diego, San Francisco, Stanislaus, and Tuolumne); Cohort 1.2 (Los Angeles County) will begin in December 2023; and Cohort 2 (the rest of the counties) will begin in December 2024.

Board Member Lantz inquired which Cohort Tri-City is a part of. Chief Clinical Officer Renteria replied Cohort 1.2, with the Los Angeles County.

Discussion ensued regarding what type of negligence would generate fines; about situations in which the respondent does not agree with, or does not complete, the treatment plan which will likely result in conservatorship; about the outcome if a person does not have a diagnosis yet or has not been in the system before which will require an evaluation and they can still be referred.

Board Member Duran commented that the City of La Verne have met with the County; that a lot of things are still in progress; and they hope to have more questions answered at their next meeting in June. Executive Director Hundal added that L.A. County has a team that is dedicated to CARE Court.

MHC Vice-Chair Ryback inquired who will be the Supporters. Chief Clinical Officer Renteria responded that these are some of the details that are still being determined; that there are a lot of moving parts, noting that the County initially estimated 7,000 people in the State of California; that it is building off existing infrastructure; and that all the details are still being worked out and will report additional information when available.

Discussion ensued about the outreach team having to double their efforts in order to reach the individuals where they are to ensure they attend hearings or meetings; about fines being for negligence in outreach; concerns regarding funding and the potential violation of civil rights under the program; about details about the program still being worked out; and that the information provided is what is available to date.

MENTAL HEALTH COMMISSION

1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF APRIL 11, 2023

There being no comment, Vice-Chair Ryback moved, and Commissioner Reyes seconded, to approve the Mental Health Commission Minutes of its Regular Meeting of April 11, 2023. The motion was carried by the following vote: AYES: Governing Board Liaison Cockrell; Commissioners Cernal, Reyes, and Stephens; Vice-Chair Ryback; and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Chavez, Perry, and Watson.

CONSENT CALENDAR

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

There being no comment, Board Member Vera moved, and Board Member Cockrell seconded, to approve the Consent Calendar. The motion was carried by the following vote, with Board Member Lantz abstaining from approval of Agenda Item No. 2: AYES: Alternate Board Members Duran and Earl; Board Members Cockrell, Lantz, and Vera; and Vice-Chair Nolte. NOES: None. ABSTAIN: None. ABSENT: Board Members Ontiveros-Cole, Lau; and Chair Leano.

2. APPROVAL OF MINUTES FROM THE APRIL 19, 2023 GOVERNING BOARD REGULAR MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of April 19, 2023.”

3. CONSIDERATION OF RESOLUTION NO. 707 ADOPTING A REVISED JOB DESCRIPTION FOR THE HUMAN RESOURCES ASSISTANT POSITION EFFECTIVE MAY 17, 2023

Recommendation: “A motion to adopt Resolution No. 707 revising the Job Description for the Human Resources Assistant Position, effective May 17, 2023.”

NEW BUSINESS

4. CONSIDERATION OF RESOLUTION NO. 708 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH GREATER LOS ANGELES COUNTY (NAMI GLAC) TO PROVIDE PEER-LED SUPPORT SERVICES AND EDUCATION CLASSES UNDER TCMHA’S MHSA COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN IN AN AMOUNT NOT-TO-EXCEED \$42,900 BEGINNING JULY 1, 2023 – JUNE 30, 2026

Director of MHSA & Ethnic Services Barford reported that this MOU with NAMI is brought to the Board annually; that the term is changing from one (1) year to three (3) years, from July 1, 2023 to June 30, 2026; and that the dollar amount will remain the same, \$14,300 per year which shall not exceed \$42,900 over the three years.

Board Member Vera announced he would be abstaining from voting on Items No. 4 and No. 5, citing his wife is one of the Board of Directors of NAMI Pomona Valley. Vice-Chair Nolte then opened the meeting for public comment; and there was no public comment.

There being no further comment, Board Member Lantz moved, and Board Member Cockrell seconded, to adopt Resolution No. 708 authorizing the Executive Director to execute the MOU with NAMI GLAC to provide peer-led support services and education classes under TCMHA’s MHSA Community Services and Supports Plan in an amount not-to-exceed \$42,900 beginning July 1, 2023 – June 30, 2026. The motion was carried by the following vote: AYES: Alternate Board Members Duran and Earl; Board Members Cockrell and Lantz; and Vice-Chair Nolte. NOES: None. ABSTAIN: Board Member Vera. ABSENT: Board Members Ontiveros-Cole, Lau; and Chair Leano.

5. CONSIDERATION OF RESOLUTION NO. 709 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH GREATER LOS ANGELES COUNTY (NAMI GLAC) TO PROVIDE PRESENTATIONS AND TRAINING ON MENTAL HEALTH UNDER TCMHA MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION PLAN IN THE AMOUNT \$35,500 BEGINNING JULY 1, 2023 – JUNE 30, 2026

Director of MHSA & Ethnic Services Barford reported that it has been challenging for NAMI staff to connect with the schools and continue doing presentations and outreach, making it difficult to expend all the funding allocated each year, which leads to leftover funds on the table. She explained that there is no fault with NAMI and it is just the current circumstances. She added that Tri-City staff met with NAMI and stakeholders, and it was recommended to allocate \$35,500 every three years, instead of allocating it annually, so that NAMI can have 3 years to expend those funds, noting that this amount can be revised annually if anything changes; and as a result, \$72,000 that can be reallocated to PEI funds for other PEI programming.

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

There being no further comment, Alternate Board Member Earl moved, and Alternate Board Member Duran seconded, to adopt Resolution No. 709 authorizing the Executive Director to execute a Memorandum of Understanding with National Alliance of Mental Health Greater Los Angeles County (NAMI GLAC) to provide presentations and training on mental health under TCMHA's MHSA Prevention and Early Intervention Plan in the amount \$35,500 beginning July 1, 2023 – June 30, 2026. The motion was carried by the following vote: AYES: Alternate Board Members Duran and Earl; Board Members Cockrell and Lantz; and Vice-Chair Nolte. NOES: None. ABSTAIN: Board Member Vera. ABSENT: Board Members Ontiveros-Cole, Lau; and Chair Leano.

6. CONSIDERATION OF RESOLUTION NO. 710 AUTHORIZING AMENDMENT NO. 2 FOR THREE YEARS IN THE ADDITIONAL AMOUNT OF \$20,952 TO THE AGREEMENT WITH AIRESRING, INC. FOR NETWORK SERVICES MIGRATION PROJECT, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT

Brian Cesario, IT Systems Administrator & Security Officer, reported that in November 2021 the Board approved an agreement with Airespring to upgrade internet and firewall services in all five buildings; and that it was to be a fiber optic connection as well as a cable broadband connection. However, at the time of a site survey it was determined that the provider for broadband services could not deliver directly to the 2008 Garey and 1900 Royalty locations without excessive construction. But, it was determined that the service could be delivered to the 2008 Garey location since we own the building; thus, it is being recommended to move forward with construction. Also, staff is recommending that a supplemental connection to be brought to 1900 Royalty since we do not own that building; and Amendment No. 2 would authorize to move forward with the project, amending the original services from the 2021 agreement with Airespring.

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

There being no further comment, Alternate Board Member Duran moved, and Board Member Vera seconded, to adopt Resolution No. 710 authorizing the Executive Director to execute Amendment No. 2 to the Agreement with Airespring, Inc. for Network Services Migration Project in the additional amount of \$20,952 for three years effective May 17, 2023. The motion was carried by the following vote: AYES: Alternate Board Members Duran and Earl; Board Members Cockrell, Lantz, and Vera; and Vice-Chair Nolte. NOES: None. ABSTAIN: None. ABSENT: Board Members Ontiveros-Cole, Lau; and Chair Leano.

7. CONSIDERATION OF RESOLUTION NO. 711 AUTHORIZING AN ADDENDUM TO THE SOFTWARE SERVICES AGREEMENT WITH WELLIGENT FOR THE CONTINUUMCLOUD SUBSCRIPTION RENEWAL IN THE AMOUNT OF \$58,113 FOR ONE YEAR EFFECTIVE JUNE 1, 2023, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ADDENDUM

Chief Compliance Officer Majors-Stewart reported staff is seeking approval to renew the contract with Continuum Cloud, the parent company for the Welligent Electronic Health Record, explaining that even though staff has successfully transitioned most of the specialty mental health to Cerner, the new electronic health record, still have the need to continue non-specialty mental health with Welligent. She noted that staff continues to use Welligent to document activities, track data, and outcomes needed to report to the State; and recommended to continue this contract in order to have the programs organized.

Vice-Chair Nolte inquired about the plan to continue using Welligent in the future. Chief Compliance Officer Majors-Stewart replied in the affirmative, pointing out that staff is looking at other options for a long-term solution that is more comprehensive; and that Welligent may be a contender, but staff is open to a better solution.

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

There being no further discussion, Board Member Cockrell moved, and Alternate Board Member Earl seconded, to adopt Resolution No. 711 authorizing the Executive Director to execute an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud subscription renewal in the amount of \$58,113 for one year effective June 1, 2023. The motion was carried by the following vote: AYES: Alternate Board Members Duran and Earl; Board Members Cockrell, Lantz, and Vera; and Vice-Chair Nolte. NOES: None. ABSTAIN: None. ABSENT: Board Members Ontiveros-Cole, Lau; and Chair Leano.

MONTHLY STAFF REPORTS

8. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT

Executive Director Hundal reported that escrow has been delayed again for the Baseline housing project due to the construction bid estimate for the project being approximately \$500,000 more than the current funding; that RNLA (Restore Neighborhoods Los Angeles) is currently pursuing other funding sources and expect to close escrow by the end of this calendar year, but there is no definite date; and that on that the advice of Tri-City's General Counsel, staff is not recommending extending the Disposition and Development Agreement until there is a more definite date for closing escrow. She then stated that in order to apply for grants and funding, Tri-City needs a five-year Strategic Plan; therefore, a consultant has been hired to assist with this

plan and an email was sent to the Board regarding said five-year Strategic Plan. She explained that the goal is to interview staff and collect information from the Board to see what their vision is and where they see Tri-City going in the next five years; that after a draft is completed, it will be presented to the Governing Board for approval, noting that she will keep the Board and Commission updated on the implementation phase. She then commended the IT department for their work despite being short-staffed; noting that they are working to make sure the infrastructure is reliable, secure, and up to date; that all staff have agency cell phones and will soon be trained on how to use the various apps, on confidentiality to align with tighter security efforts for cyber insurance and cyber security. Lastly, she reported that Tri-City currently has 213 staff members with 34 vacancies; and that in the last month there were four new hires and five separations.

Discussion ensued regarding the hiring of a new MHS Project Manager, which the first round of interviews have been completed, and the second round of interviews are being scheduled.

9. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta reported that the annual external audit will start in July; that staff is working on the annual Budget and the Board should expect to see a draft in the next several weeks; that Cal AIM will become effective on July 1st which means that Tri-City will be billing under different codes and under different billing rates, noting that there are still some details to be finalized such as draft amendments to the agreements with LACDMH, and also finalize the rates. She indicated that staff fully anticipate experiencing cash delays, which has been experienced before, and staff are fully prepared; and she will report more as soon as the information is received. Lastly, she stated that the Community Garden Project broke ground on May 10th.

Discussion ensued regarding the reversion issues that may or may not come, and the charts were explained to illustrate that there are no funds subject to reversion; about the changes with CalAIM which will impact staff how they claim, how they document, and how bills go out, but that they are trained and getting ready for the switch; about the substantial reserves Tri-City has available to operate several months without cash, similar to when the agency experienced a 12-month cash delay due to a system glitch and we were able to survive on reserves during that time; and that Tri-City should have a cash reserve policy which staff is currently working on.

10. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria reported about how many people are coming to the door, how many service requests there are; noting that staff is working on getting more numbers but the program manager working on the data is on FMLA. She also stated that staff is holding steady and getting a lot of people coming through the door for services; and that there is also information about how many services are provided by the State. She then said that there was an opportunity to request additional funding for the mobile crisis planning grant, and on May 3rd Tri-City received an additional \$300,000 for planning the mobile crisis program, which staff is hoping to launch towards the end of the year or beginning of next year. She explained that these funds could only be used for one-time purchases, therefore the funds will be used to purchase vehicles, technology, software, etc. so that Tri-City can have a fully functioning mobile crisis response team.

11. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Medical Director Teimoori referred to his report and mentioned that he had provided data on the services performed by the Outreach Team and their collaboration efforts.

12. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT

Director of MHSA and Ethnic Services Barford announced that May is Mental Health Awareness month, and Asian American Native Hawaiian and Pacific Islander month, and discussed the various activities and events listed in her report and the organization's website where they are displayed. She also announced that staff is currently putting together a Wellness Kits for Mental Health Awareness month, which will be full of brochures, bracelets, green ribbons, and key chains, and will be provided to schools, organizations, and all the departments within Tri-City in order to promote mental health awareness. Lastly, she reminded the Board about the upcoming Wellness Center Talent Show on May 26th at 3:00 pm, noting that it will be an opportunity for community members, clients, participants, and staff to join and share their talents.

Board Member Lantz commented that she attended the Latino Round Table Loteria event and she really enjoyed it, noting that there were very appropriate mental health oriented items and it was very well received.

13. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart provided information about the administration of the consumer perception survey, pointing out that staff started collecting data at the Royalty and Garey sites. She explained that the consumer perception surveys are completed one time annually to gather feedback on client satisfaction with services; that the results are provided to the county and State, as well as to analyze and report the data internally so it can help drive quality improvement efforts to improve programs. She also reported that her staff have been implementing CalAIM over the last two years and each leg of implementation focuses on something different; that the current focus is on claiming code modifications since the requirement is to be ready by July 1st; that staff is on track for implementation on Tri-City's side but there are still some details from the County and EHR that they are still working on; and that she and her staff have been working with Clinical and Revenue departments along with Best Practices to develop a comprehensive strategic plan, which will be the focus for the next two months to make sure that staff is ready for a seamless transition.

Board Member Vera asked for clarification about the coding process. Chief Compliance Officer Majors-Stewart explained that when staff complete their service provision, it needs to be entered into the electronic health record, but it will need to be entered in a new way; that the new method will capture the new requirements, which then gets translated to the revenue department who will send it out for payment; and noted that everything needs to be seamless in order to avoid any denials; and confirmed that Dr. Teimoori and Chief Clinical Officer Renteria's staff will be trained in the process.

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

GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS

Board Member Cockrell commended Chief Compliance Officer Renteria for her presentation.

MHC Vice-Chair Ryback shared that the Pomona Valley Hospital (PVH) is having a Mental Health Awareness Day on May 31st, and thanked Tri-City for partnering with PVH. She also indicated that there is a recent focus on mental health surrounding the work they do with their patients and staff; that ECRI is one of the national patient organizations that distribute their top 10 patient

safety concerns to every hospital around the country; that the number one patient safety concern is pediatric mental crisis, noting that the report will hugely impact the focus of hospitals around the country.

Commissioner Reyes commented that there seems to be an increase in the number of shootings lately and the default is to point to the mentally ill. She asked if behavioral health agencies could work together to create a PSA (Public Service Announcement) to counter negative and incorrect messaging. Executive Director Rimmi Hundal replied in the affirmative and stated she will bring it up to CBHDA (County Behavioral Health Directors Association of California).

MHC Chair Henderson announced that the Lions Club she belongs to, along with Chino and California Alliance Friends Society, is putting on a free Vision Screening Clinic on Saturday from 8:00 am to 2:00 pm at the Village Conference center; she pointed out that everything is free and that someone can get a pair of glasses without having to wait; and that the City will also be hosting a resource fair at the same time and location of the Vision Screening Clinic.

Alternate Board Member Duran announced that the City of La Verne Police Department and the Community Services Department will be taking Mental Health First Aid Training in June; and thanked Tri-City for offering the training. She also stated that the City placed the mental health wellness kit materials on the front counter at City Hall, and inquired if Tri-City staff could tag the City accounts on social media when they post any events so that the City can repost and re-share the events on the City's account. Executive Director Hundal replied in the affirmative.

Board Member Teimoori compared the United Kingdom and the United States, stating that in the US 100 times more people get killed by guns, and 44 times more people get killed by suicide with a gun; that there is a similar amount of mental illness in United Kingdom and US; however, the US has more killings by guns.

Vice-Chair Nolte mentioned the program Directing Change and inquired about the possibility of creating a PSA about the stigma around mental illness and shootings through that program.

PUBLIC COMMENT

Evan Fry, a Claremont resident for the past year and a half and originally from Chicago, and the Chairman Emeritus of Community Counseling Centers of Chicago, which is the 988 response agency for Chicago, recommended that Tri-City pursue a needs analysis and feasibility study for a community based mental health response team, which would be very complimentary to the CARE court system; and discussed the benefits of the response team because it can prevent the unnecessary involvement of police or security officers at schools, noting that it has been in place in Chicago for 30 years and it has worked extremely well.

Chief Clinical Officer Renteria stated that Tri-City is in the midst of developing a mental health response team to serve the communities here, specifically the children, youth, and young adults' population; and it is anticipated that Tri-City will launch it at the beginning of next year.

ADJOURNMENT

At 6:29 p.m., on consensus of the Governing Board and the Mental Health Commission its meeting of May 17, 2023 was adjourned.

The next Regular Meeting of the Mental Health Commission will be held on Tuesday, June 13, 2023 at 3:30 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

The next Regular Meeting of the Governing Board will be held on Wednesday, June 21, 2023 at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

Micaela P. Olmos, JPA Administrator/Clerk

DRAFT



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

DATE: June 21, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 712 Establishing the Classification Specification and Salary Range for the Grants Manager Position; and Revising the Authority's Master Classification and Salary Schedule to reflect this change Effective July 1, 2023

Summary:

Tri-City recommends and is requesting Governing Board approval to establish the classification of Grants Manager as an addition to Tri-City Mental Health Authority's (Tri-City) Classification and Salary Plan Schedule.

Background:

One of the current responsibilities of the Clinical Department is grants administration. Upon hire of our Chief Clinical Officer, Liz Renteria, Liz was tasked with the assignment of exploring the Crisis Care Mobile Unit grant. To support the Chief Clinical Officer in performing these duties, Tri-City hired a Program Analyst (Grants Analyst) to analyze and research grants, work with third party grant facilitators and internal Department stakeholders, prepare grant applications and various grant-related duties.

Since that time and due to their incredible work, Tri-City has since recently been awarded two grants – the Crisis Care Mobile Unit (CCMU) grant and the Mental Health Student Services Act (MHSSA) grant. Expectedly, the ongoing maintenance and administration of said grants coupled with the need for Tri-City to continue to seek out viable grants for the agency in the future has highlighted the need for a Grants Manager position.

The Grants Manager classification will have the responsibility to plan, organize, oversee, coordinate, and manage the Authority's grant programs under the administrative direction of the Chief Clinical Officer, thereby, shifting the demanding and often time sensitive responsibilities of Tri-City's grant administration from the Chief Clinical Officer who is responsible for directing and overseeing Tri-City's largest department. Therefore, this position is recommended to continue the growth of Tri-City's current grant program, the development of Tri-City's current grants, and the acquisition and maintenance of grants in the future.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 712 Establishing the Classification Specification and Salary Range for the Grants Manager Position; and Revising the Authority's Master Classification and Salary Schedule to reflect this change Effective July 1, 2023
June 21, 2023
Page 2

A draft job description for the Grants Manager position is included for Governing Board review and approval. Koff and Associates has reviewed and prepared the job description and recommended a salary range as attached.

Fiscal Impact:

Salary Range Proposed:

Grants Manager Salary Range 47 \$97,038.66 - \$123,848.61/annual

The funding source for this position is will be MHSSA, any additional active grants, and allocated across departments, where applicable.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 712 establishing and adding the Grants Manager position to TCMHA's Master Classification Salary Schedule effective July 1, 2023.

Attachments:

Attachment 2-A: Resolution No. 712 – Draft

Attachment 2-B: Grants Manager Job Description - Draft

RESOLUTION NO. 712

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE GRANTS MANAGER POSITION; AND REVISING ITS MASTER CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE JULY 1, 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 establish the Grants Manager position under the management classification to plan, organize, oversee, coordinate, and manage the Authority’s grant programs under the administrative direction of the Chief Clinical Officer.

B. The Authority’s Governing Board has previously approved job descriptions, classifications, salary ranges, and benefits for the Authority’s employees through the adoption of Resolutions. The funding source for this position is MHSSA and any additional active grants.

C. A class and compensation market review was conducted by Koff and Associates in order to establish the appropriate salary range for the Grants Manager position as follows:

Grants Manager Salary Range 47 \$97,038.66 - \$123,848.61/annual

2. Action

The Governing Board approves and authorizes the Grants Manager job classification to be added to the Authority’s Master Classification and Salary Schedule as shown in ‘Exhibit A’ attached herein effective July 1, 2023.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 21, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

TRI-CITY MENTAL HEALTH AUTHORITY
MASTER CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2023
ADOPTED JUNE 21, 2023

EXHIBIT A

Salary Range	Annually												Monthly						Per Pay Period						Hourly																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
	1	31,163.60	32,721.73	34,357.86	36,075.73	37,879.50	39,773.34	2,596.97	2,726.81	2,863.15	3,006.31	3,156.63	3,314.45	1,198.60	1,258.53	1,321.46	1,387.53	1,456.90	1,529.74	14,982.50	15,731.60	16,441.00	17,144.10	17,844.10	18,540.00	19,232.00	19,920.00	20,604.00	21,284.00	21,960.00	22,632.00	23,300.00	23,964.00	24,634.00	25,300.00	25,964.00	26,634.00	27,300.00	27,964.00	28,634.00	29,300.00	29,964.00	30,634.00	31,300.00	31,964.00	32,634.00	33,300.00	33,964.00	34,634.00	35,300.00	35,964.00	36,634.00	37,300.00	37,964.00	38,634.00	39,300.00	40,000.00	40,696.00	41,392.00	42,079.00	42,766.00	43,454.00	44,142.00	44,830.00	45,518.00	46,206.00	46,894.00	47,582.00	48,270.00	48,958.00	49,646.00	50,334.00	51,022.00	51,710.00	52,398.00	53,086.00	53,774.00	54,462.00	55,150.00	55,838.00	56,526.00	57,214.00	57,902.00	58,590.00	59,278.00	59,966.00	60,654.00	61,342.00	62,030.00	62,718.00	63,406.00	64,094.00	64,782.00	65,470.00	66,158.00	66,846.00	67,534.00	68,222.00	68,910.00	69,598.00	70,286.00	70,974.00	71,662.00	72,350.00	73,038.00	73,726.00	74,414.00	75,102.00	75,790.00	76,478.00	77,166.00	77,854.00	78,542.00	79,230.00	79,918.00	80,606.00	81,294.00	81,982.00	82,670.00	83,358.00	84,046.00	84,734.00	85,422.00	86,110.00	86,798.00	87,486.00	88,174.00	88,862.00	89,550.00	90,238.00	90,926.00	91,614.00	92,302.00	92,990.00	93,678.00	94,366.00	95,054.00	95,742.00	96,430.00	97,118.00	97,806.00	98,494.00	99,182.00	99,870.00	100,558.00	101,246.00	101,934.00	102,622.00	103,310.00	104,000.00	104,688.00	105,376.00	106,064.00	106,752.00	107,440.00	108,130.00	108,818.00	109,506.00	110,194.00	110,882.00	111,570.00	112,260.00	112,948.00	113,636.00	114,324.00	115,012.00	115,700.00	116,388.00	117,080.00	117,770.00	118,460.00	119,150.00	119,840.00	120,530.00	121,220.00	121,910.00	122,600.00	123,290.00	123,980.00	124,670.00	125,360.00	126,050.00	126,740.00	127,430.00	128,120.00	128,810.00	129,500.00	130,190.00	130,880.00	131,570.00	132,260.00	132,950.00	133,640.00	134,330.00	135,020.00	135,710.00	136,400.00	137,100.00	137,790.00	138,480.00	139,170.00	139,860.00	140,550.00	141,240.00	141,930.00	142,620.00	143,310.00	144,000.00	144,690.00	145,380.00	146,070.00	146,760.00	147,450.00	148,140.00	148,830.00	149,520.00	150,210.00	150,900.00	151,600.00	152,290.00	152,980.00	153,670.00	154,360.00	155,050.00	155,740.00	156,430.00	157,120.00	157,810.00	158,500.00	159,190.00	159,880.00	160,570.00	161,260.00	161,950.00	162,640.00	163,330.00	164,020.00	164,710.00	165,400.00	166,090.00	166,780.00	167,470.00	168,160.00	168,850.00	169,540.00	170,230.00	170,920.00	171,610.00	172,300.00	172,990.00	173,680.00	174,370.00	175,060.00	175,750.00	176,440.00	177,130.00	177,820.00	178,510.00	179,200.00	179,890.00	180,580.00	181,270.00	181,960.00	182,650.00	183,340.00	184,030.00	184,720.00	185,410.00	186,100.00	186,790.00	187,480.00	188,170.00	188,860.00	189,550.00	190,240.00	190,930.00	191,620.00	192,310.00	193,000.00	193,690.00	194,380.00	195,070.00	195,760.00	196,450.00	197,140.00	197,830.00	198,520.00	199,210.00	199,900.00	200,590.00	201,280.00	201,970.00	202,660.00	203,350.00	204,040.00	204,730.00	205,420.00	206,110.00	206,800.00	207,490.00	208,180.00	208,870.00	209,560.00	210,250.00	210,940.00	211,630.00	212,320.00	213,010.00	213,700.00	214,390.00	215,080.00	215,770.00	216,460.00	217,150.00	217,840.00	218,530.00	219,220.00	219,910.00	220,600.00	221,290.00	221,980.00	222,670.00	223,360.00	224,050.00	224,740.00	225,430.00	226,120.00	226,810.00	227,500.00	228,190.00	228,880.00	229,570.00	230,260.00	230,950.00	231,640.00	232,330.00	233,020.00	233,710.00	234,400.00	235,100.00	235,790.00	236,480.00	237,170.00	237,860.00	238,550.00	239,240.00	239,930.00	240,620.00	241,310.00	242,000.00	242,690.00	243,380.00	244,070.00	244,760.00	245,450.00	246,140.00	246,830.00	247,520.00	248,210.00	248,900.00	249,590.00	250,280.00	250,970.00	251,660.00	252,350.00	253,040.00	253,730.00	254,420.00	255,110.00	255,800.00	256,490.00	257,180.00	257,870.00	258,560.00	259,250.00	259,940.00	260,630.00	261,320.00	262,010.00	262,700.00	263,400.00	264,090.00	264,780.00	265,470.00	266,160.00	266,850.00	267,540.00	268,230.00	268,920.00	269,610.00	270,300.00	271,000.00	271,690.00	272,380.00	273,070.00	273,760.00	274,450.00	275,140.00	275,830.00	276,520.00	277,210.00	277,900.00	278,590.00	279,280.00	279,970.00	280,660.00	281,350.00	282,040.00	282,730.00	283,420.00	284,110.00	284,800.00	285,500.00	286,190.00	286,880.00	287,570.00	288,260.00	288,950.00	289,640.00	290,330.00	291,020.00	291,710.00	292,400.00	293,100.00	293,790.00	294,480.00	295,170.00	295,860.00	296,550.00	297,240.00	297,930.00	298,620.00	299,310.00	300,000.00	300,690.00	301,380.00	302,070.00	302,760.00	303,450.00	304,140.00	304,830.00	305,520.00	306,210.00	306,900.00	307,590.00	308,280.00	308,970.00	309,660.00	310,350.00	311,040.00	311,730.00	312,420.00	313,110.00	313,800.00	314,490.00	315,180.00	315,870.00	316,560.00	317,250.00	317,940.00	318,630.00	319,320.00	320,010.00	320,700.00	321,400.00	322,090.00	322,780.00	323,470.00	324,160.00	324,850.00	325,540.00	326,230.00	326,920.00	327,610.00	328,300.00	329,000.00	329,690.00	330,380.00	331,070.00	331,760.00	332,450.00	333,140.00	333,830.00	334,520.00	335,210.00	335,900.00	336,600.00	337,290.00	337,980.00	338,670.00	339,360.00	340,050.00	340,740.00	341,430.00	342,120.00	342,810.00	343,500.00	344,200.00	344,890.00	345,580.00	346,270.00	346,960.00	347,650.00	348,340.00	349,030.00	349,720.00	350,410.00	351,100.00	351,800.00	352,490.00	353,180.00	353,870.00	354,560.00	355,250.00	355,940.00	356,630.00	357,320.00	358,010.00	358,700.00	359,400.00	360,090.00	360,780.00	361,470.00	362,160.00	362,850.00	363,540.00	364,230.00	364,920.00	365,610.00	366,300.00	367,000.00	367,690.00	368,380.00	369,070.00	369,760.00	370,450.00	371,140.00	371,830.00	372,520.00	373,210.00	373,900.00	374,600.00	375,290.00	375,980.00	376,670.00	377,360.00	378,050.00	378,740.00	379,430.00	380,120.00	380,810.00	381,500.00	382,200.00	382,890.00	383,580.00	384,270.00	384,960.00	385,650.00	386,340.00	387,030.00	387,720.00	388,410.00	389,100.00	389,800.00	390,490.00	391,180.00	391,870.00	392,560.00	393,250.00	393,940.00	394,630.00	395,320.00	396,010.00	396,700.00	397,400.00	398,090.00	398,780.00	399,470.00	400,160.00	400,850.00	401,540.00	402,230.00	402,920.00	403,610.00	404,300.00	405,000.00	405,690.00	406,380.00	407,070.00	407,760.00	408,450.00	409,140.00	409,830.00	410,520.00	411,210.00	411,900.00	412,600.00	413,290.00	413,980.00	414,670.00	415,360.00	416,050.00	416,740.00	417,430.00	418,120.00	418,810.00	419,500.00	420,200.00	420,890.00	421,580.00	422,270.00	422,960.00	423,650.00	424,340.00	425,030.00	425,720.00	426,410.00	427,100.00	427,800.00	428,490.00	429,180.00	429,870.00	430,560.00	431,250.00	431,940.00	432,630.00	433,320.00	434,010.00	434,700.00	435,390.00	436,080.00	436,770.00	437,460.00	438,150.00	438,840.00	439,530.00	440,220.00	440,910.00	441,600.00	442,290.00	442,980.00	443,670.00	444,360.00	445,050.00	445,740.00	446,430.00	447,120.00	447,810.00	448,500.00	449,190.00	449,880.00	450,570.00	451,260.00	451,950.00	452,640.00	453,330.00	454,020.00	454,710.00	455,400.00	456,100.00	456,790.00	457,480.00	458,170.00	458,860.00	459,550.00	460,240.00	460,930.00	461,620.00	462,310.00	463,000.00	463,690.00	464,380.00	465,070.00	465,760.00	466,450.00	467,140.00	467,830.00	468,520.00	469,210.00	469,900.00	470,590.00	471,280.00	471,970.00	472,660.00	473,350.00	474,040.00	474,730.00	475,420.00	476,110.00	476,800.00	477,490.00	478,180.00	478,870.00	479,560.00	480,250.00	480,940.00	481,630.00	482,320.00	483,010.00	483,700.00	484,390.00	485,080.00	485,770.00	486,460.00	487,150.00	487,840.00	488,530.00	489,220.00	489,910.00	490,600.00	491,290.00	491,980.00	492,670.00	493,360.00	494,050.00	494,740.00	495,430.00	496,120.00	496,810.00	497,500.00	498,190.00	498,880.00	499,570.00	500,260.00	500,950.00	501,640.00	502,330.00	503,020.00	503,710.00	504,400.00	505,090.00	505,780.00	506,470.00	507,160.00	507,850.00	508,540.00	509,230.00	509,920.00	510,610.00	511,300.00	511,990.00	512,680.00	513,370.00	514,060.00	514,750.00	515,440.00	516,130.00	516,820.00	517,510.00	518,200.00	518,890.00	519,580.00	520,270.00	520,960.00	521,650.00	522,340.00	523,030.00	523,720.00	524,410.00	525,100.00	525,790.00	526,480.00	527,170.00	527,860.00	528,550.00	529,240.00	529,930.00	530,620.00	531,310.00	532,000.00	532,690.00	533,380.00	534,070.00	534,760.00	535,450.00	536,140.00	536,830.00	537,520.00	538,210.00	538,900.00	539,590.00	540,280.00	540,970.00	541,660.00	542,350.00	543,040.00	543,730.00	544,420.00	545,110.00	545,800.00	546,490.00	547,180.00	547,870.00	548,560.00	549,250.00	549,940.00	550,630.00	551,320.00	552,010.00	552,700.00	553,400.00	554,090.00	554,780.00

TRI-CITY MENTAL HEALTH AUTHORITY
 MASTER CLASSIFICATION AND SALARY SCHEDULE
 EFFECTIVE JULY 1, 2023
 ADOPTED JUNE 21, 2023

Salary Range	Annually						Monthly						Per Pay Period						Hourly					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	76	198,580.51	208,509.60	218,934.98	229,881.81	241,375.89	253,444.67	16,548.38	17,375.80	18,244.58	19,156.82	20,114.66	21,120.39	7,637.71	8,019.60	8,420.58	8,841.61	9,283.69	9,747.87	95,471.40	100,245.00	105,257.20	110,520.10	116,046.10
77	203,545.06	213,722.29	224,408.29	235,628.85	247,410.18	259,780.77	16,962.09	17,810.19	18,700.69	19,635.74	20,617.51	21,648.40	7,828.66	8,220.09	8,631.09	9,062.65	9,515.78	9,991.57	97,858.20	102,751.10	107,888.60	113,283.10	118,947.20	124,894.60
78	208,633.57	219,065.39	230,018.67	241,519.62	253,595.47	266,275.36	17,386.13	18,255.45	19,168.22	20,126.63	21,132.96	22,189.61	8,024.37	8,425.59	8,846.87	9,289.22	9,753.67	10,241.36	100,304.60	105,319.90	110,589.90	116,115.20	121,920.90	128,017.00
79	213,849.38	224,542.03	235,769.04	247,557.44	259,935.31	272,932.19	17,820.78	18,711.84	19,647.42	20,629.79	21,661.28	22,744.35	8,224.98	8,636.23	9,068.04	9,521.44	9,997.51	10,497.39	102,812.20	107,952.90	113,350.50	119,018.00	124,968.90	131,217.40
80	219,195.81	230,155.54	241,663.34	253,746.48	266,433.86	279,755.42	18,266.32	19,179.63	20,138.61	21,145.54	22,202.82	23,312.95	8,430.61	8,852.14	9,294.74	9,759.48	10,247.46	10,759.82	105,382.60	110,651.70	116,184.30	121,993.50	128,093.20	134,497.80
81	224,675.57	235,909.44	247,704.91	260,090.06	273,094.64	286,749.42	18,722.96	19,659.12	20,642.08	21,674.17	22,757.89	23,895.79	8,641.37	9,073.44	9,527.11	10,003.46	10,503.64	11,028.82	108,017.10	113,418.00	119,088.90	125,043.30	131,295.50	137,860.30
82	230,292.40	241,807.07	253,897.49	266,592.35	279,922.03	293,918.14	19,191.03	20,150.59	21,158.12	22,216.03	23,326.84	24,493.18	8,857.40	9,300.27	9,765.29	10,253.55	10,766.23	11,304.54	110,717.50	116,253.40	122,066.10	128,169.40	134,577.90	141,306.80
83	236,049.84	247,852.38	260,244.82	273,257.09	286,919.98	301,265.95	19,670.82	20,654.37	21,687.07	22,771.42	23,910.00	25,105.50	9,078.84	9,532.78	10,009.42	10,509.89	11,035.38	11,587.15	113,485.50	119,159.80	125,117.70	131,373.60	137,942.30	144,839.40
84	241,951.01	254,048.70	266,751.06	280,088.64	294,093.07	308,797.63	20,162.58	21,170.73	22,229.25	23,340.72	24,507.76	25,733.14	9,305.81	9,771.10	10,259.66	10,772.64	11,311.27	11,876.83	116,322.60	122,138.80	128,245.70	134,658.00	141,390.90	148,460.40
85	247,999.86	260,399.78	273,419.74	287,090.75	301,445.25	316,517.55	20,666.65	21,699.98	22,784.98	23,924.23	25,120.44	26,376.46	9,538.46	10,015.38	10,516.14	11,041.95	11,594.05	12,173.75	119,230.70	125,192.20	131,451.80	138,024.40	144,925.60	152,171.90
86	254,199.92	266,909.76	280,255.25	294,268.00	308,981.50	324,430.50	21,183.33	22,242.48	23,354.60	24,522.33	25,748.46	27,035.87	9,776.92	10,265.76	10,779.05	11,318.00	11,883.90	12,478.10	122,211.50	128,322.00	134,738.10	141,475.00	148,548.80	155,976.20
87	260,554.74	273,582.61	287,261.73	301,624.75	316,706.00	332,541.25	21,712.89	22,798.55	23,938.48	25,135.40	26,392.17	27,711.77	10,021.34	10,522.41	11,048.53	11,600.95	12,181.00	12,790.05	125,266.70	131,530.10	138,106.60	145,011.90	152,262.50	159,875.60
88	267,068.67	280,422.06	294,443.14	309,165.38	324,623.73	340,854.80	22,255.72	23,368.51	24,536.93	25,763.78	27,051.98	28,404.57	10,271.87	10,785.46	11,324.74	11,890.98	12,485.53	13,109.80	128,398.40	134,818.30	141,559.20	148,637.20	156,069.10	163,872.50
89	273,745.47	287,432.70	301,804.26	316,894.45	332,739.26	349,376.14	22,812.12	23,952.73	25,150.35	26,407.87	27,728.27	29,114.68	10,528.67	11,055.10	11,607.86	12,188.25	12,797.66	13,437.54	131,608.40	138,188.80	145,098.20	152,353.10	159,970.80	167,969.30
90	280,589.09	294,618.48	309,349.46	324,816.96	341,057.81	358,110.69	23,382.42	24,551.54	25,779.12	27,068.08	28,421.48	29,842.56	10,791.89	11,331.48	11,898.06	12,492.96	13,117.61	13,773.49	134,896.60	141,643.50	148,725.70	156,162.00	163,970.10	172,168.60
91	287,603.68	301,983.97	317,083.10	332,937.28	349,584.14	367,063.42	23,966.97	25,165.33	26,423.59	27,744.77	29,132.01	30,588.62	11,061.68	11,614.77	12,195.50	12,805.28	13,445.54	14,117.82	138,271.00	145,184.60	152,443.80	160,066.00	168,069.30	176,472.80
92	294,793.82	309,533.54	325,010.19	341,260.82	358,323.89	376,239.97	24,566.15	25,794.46	27,084.18	28,438.40	29,860.32	31,353.33	11,338.22	11,905.14	12,500.39	13,125.42	13,781.69	14,470.77	141,727.80	148,814.20	156,254.90	164,067.70	172,271.10	180,884.60
93	302,163.68	317,271.97	333,135.50	349,792.35	367,281.82	385,645.94	25,180.31	26,439.33	27,761.29	29,149.36	30,606.82	32,137.16	11,621.68	12,202.77	12,812.90	13,453.55	14,126.22	14,832.54	145,271.00	152,534.60	160,161.30	168,169.40	176,577.80	185,406.70
94	309,717.82	325,203.63	341,463.82	358,537.09	376,463.98	395,287.15	25,809.82	27,100.30	28,455.32	29,878.09	31,372.00	32,940.60	11,912.22	12,507.83	13,133.22	13,789.89	14,479.38	15,203.35	148,902.80	156,347.90	164,165.30	172,373.60	180,992.30	190,041.90
95	317,460.83	333,333.73	350,000.56	367,500.43	385,875.57	405,169.23	26,455.07	27,777.81	29,166.71	30,625.04	32,156.30	33,764.10	12,210.03	12,820.53	13,461.56	14,134.63	14,841.37	15,583.43	152,625.40	160,256.60	168,269.50	176,682.90	185,517.10	194,792.90
96	325,397.28	341,667.04	358,750.50	376,688.00	395,522.40	415,298.62	27,116.44	28,472.25	29,895.87	31,390.67	32,960.20	34,608.22	12,515.28	13,141.04	13,798.10	14,488.00	15,212.40	15,973.02	156,441.00	164,263.00	172,476.20	181,100.00	190,155.00	199,662.80
97	333,532.16	350,208.77	367,719.25	386,105.20	405,410.51	425,680.94	27,794.35	29,184.06	30,643.27	32,175.43	33,784.21	35,473.41	12,828.16	13,469.57	14,143.05	14,850.20	15,592.71	16,372.34	160,352.00	168,369.60	176,788.10	185,627.50	194,908.90	204,654.30
98	341,870.46	358,964.11	376,912.22	395,757.86	415,545.73	436,323.06	28,489.21	29,913.68	31,409.35	32,979.82	34,628.81	36,360.25	13,148.86	13,806.31	14,496.62	15,221.46	15,982.53	16,781.66	164,360.80	172,578.90	181,207.80	190,268.20	199,781.60	209,770.70
99	350,417.18	367,938.06	386,335.04	405,651.79	425,934.29	447,231.20	29,201.43	30,661.51	32,194.59	33,804.32	35,494.52	37,269.27	13,477.58	14,151.46	14,859.04	15,601.99	16,382.09	17,201.20	168,469.80	176,893.30	185,738.00	195,024.90	204,776.10	215,015.00
100	359,177.73	377,136.66	395,993.31	415,793.04	436,582.64	458,411.82	29,931.48	31,428.05	32,999.44	34,649.42	36,381.89	38,200.99	13,814.53	14,505.26	15,230.51	15,992.04	16,791.64	17,631.22	172,681.60	181,315.70	190,381.40	199,905.00	209,895.50	220,390.30

**TRI-CITY MENTAL HEALTH AUTHORITY
MASTER CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2023
ADOPTED JUNE 21, 2023**

Classification	Range
Accounting Technician	22
Clinical Supervisor I	45
Clinical Supervisor II	49
Clinical Therapist I	37
Clinical Therapist II	41
Grants Manager	47
Nurse Practitioner I	56
Nurse Practitioner II	60



GRANTS MANAGER

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

FLSA STATUS: Exempt

DEFINITION:

Under general direction, plans, organizes, oversees, coordinates, and manages the Authority's grant programs; areas of responsibility include, researching funding opportunities, developing funding applications and budgets, and reporting to the Executive Team on program operations; participates in the development of policies and procedures for grant program acquisition and fiscal oversight; manages the effective use of resources to improve grant acquisition and administration; ensures compliance with funding agency terms and conditions and compliance requirements; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the Chief Clinical Officer. Exercises direct supervision over professional and administrative support staff.

DISTINGUISHING CHARACTERISTICS:

This is a management classification responsible for planning, organizing, reviewing, and evaluating grant related programs in the Authority. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures for grant program acquisition, management and evaluation, and for ensuring compliance with regulatory requirements. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

The ideal candidate for this role should have superior organizational skills, great leadership qualities, and project management skills. The Grants Manager should have the interpersonal skills to maintain effective working relationships with donors, ensure that grant programs operate efficiently, streamline grant administration, and assist the organization in keeping fiscally sound.

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

- Plans, manages, and oversees the Authority's grant programs including grant opportunity research, developing partnerships with internal departments and/or external organizations for joint grants, and all grant acquisition/ongoing management activities.

ATTACHMENT 2-B

- Participates in the development and implementation of goals, objectives, policies, and priorities for the program; recommends within division policy, appropriate service, and staffing levels; recommends and administers policies and procedures.
- Participates in the administration, and oversight of the program budget; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
- Oversees and/or conducts research on grant funding availability through various databases; identifies potential funding opportunities and collaborates with internal stakeholders to link Authority priorities with various grant funding opportunities.
- Coordinates the grant proposal development process; works with, or assigns, grant staff to work with subject matter experts on grant development tasks; establishes deadlines for application preparation; writes and/or reviews narrative and establishes budgets; ensures all forms are completed and that the final application is compliant with funding agency requirements.
- Upon grant acquisition, coordinates the oversight and management of the grant with Authority internal departments including financial actions/oversight with the Finance Department and the Authority department(s) subject to the funding; establishes processes to ensure that grant funding amounts are properly identified, allocated, documented, and reported.
- Monitors changes in funding agency requirements and/or laws and regulations impacting grant administration and management; recommends and implements actions as directed by the Executive Team.
- Prepares reports, presentations and proposals for grant cost feasibility, cost and resources savings, and applicability to the Authority's strategic goals and objectives for stakeholders, departments, and other interested parties.
- Researches guidelines, procedures, and standards to ensure conformance to Agency's strategic plan, local, State and Federal laws and regulations as they relate to grants.
- Conducts community, stakeholder and departmental meetings; collaborates with and presents to the Executive Team and the Governing Board on grant programs.
- Establishes and oversees a tracking system for grant program opportunities, actions, decisions and outcomes to evaluate effectiveness of the grant acquisition process.
- Ensures the maintenance and administration of all grant files, documents, and records
- Ensures staff observe and comply with all Authority and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS:

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

Education and Experience:

Education: Equivalent to a bachelor's degree from an accredited college or university with major coursework in social work, public administration, business administration, health care administration or a related field.

Experience: Three (3) years of progressively responsible experience as a grants or program analyst working with grants in health services administration, social work, public or local government. One (1) year of supervisory experience in the above referenced areas is preferred.

Licenses and Certifications:

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

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of grant programs, policies, and operational needs.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and practices of strategic plan development.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Methods and techniques of sourcing grant funding opportunities aligned with the Authority's strategic goals and objectives.
- Grant administrative and budgeting requirements.
- Principles and practices of creating targeted grant application narrative and content.
- Health policy issues and planning approaches for funding opportunities.
- Principles and practices of financial administration, including public agency budget reporting and management.
- Principles and practices of research, analysis, and report preparation. .
- Principles and practices of project management including management systems, and contract development, negotiation and execution
- Mathematical principles.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- Authority and mandated safety rules, regulations, and protocols
- Techniques for providing a high level of customer service, interacting and effectively dealing with the public, community-based organizations and service providers, stakeholders, and Authority staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Manage a diverse range of grant related functions including research, acquisition and fiscal management.
- Provide administrative, management, and professional leadership for the Authority and the program.
- Analyze and interpret factual data and a variety of administrative issues; make sound policy and procedural recommendations; implement effective solutions; and prepare complex reports.
- Determine funding needs and align funding with the Authority's strategic plan.
- Research, analyze, evaluate, and apply grant development related policies, procedures, and guidelines.
- Compile data and generate reports which track grant applications, outcomes and deliverables.
- Prepare clear and concise correspondence, presentations and reports on a variety of grant, budgetary, and administrative issues.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Understand scope of authority in making independent decisions.
- Effectively represent the department and the Authority in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with clients, their families, Authority staff, and the behavioral health community.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally

bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

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

WORKING CONDITIONS

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

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

DRAFT



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

DATE: June 21, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 713 Establishing the Classification Specification and Salary Range for the Deputy Chief Clinical Officer Position; and Revising the Authority's Master Classification and Salary Schedule to reflect this change Effective July 1, 2023

Summary:

Tri-City recommends and is requesting Governing Board approval to establish the classification of Deputy Chief Clinical Officer as an addition to Tri-City Mental Health Authority's (Tri-City) Classification and Salary Plan Schedule.

Background:

With approximately 68% of Tri-City's workforce reporting to the Clinical Department under the direction of the Chief Clinical Officer, coupled with Tri-City's growing grant programs, and the formation of a new Crisis Care Mobile Unit, the need for a Deputy Chief Clinical Officer is prominent.

The Clinical Department, its programs and staffing continue to grow, creating a need for a second-in-command within the Clinical Department that can take the lead on complex initiatives and projects and provide oversight – both from an administrative and clinical perspective - to assigned programs.

The Deputy Chief Clinical Officer position will be responsible for the development of new programs, short-term and long-term program planning and goal setting, policy development, administration and enforcement, interpreting new regulations, and fostering relationships with regulatory agencies. Directing and overseeing assigned clinical programs and assisting the Chief Clinical Officer with highly responsible and complex public policy and initiatives will also be an essential function of this position.

A draft job description for the Deputy Clinical Chief Officer position is included for Governing Board review and approval. Koff and Associates has reviewed and prepared the job description and the Human Resources Department has recommended a salary range as attached.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 713 Establishing the Classification Specification and
Salary Range for the Deputy Chief Clinical Officer Position; and Revising the Authority's
Master Classification and Salary Schedule to reflect this change Effective July 1, 2023
June 21, 2023
Page 2**

Fiscal Impact:

Salary Range Proposed:

Deputy Chief Clinical Officer Salary Range 61 \$137,112.98 - \$174,994.77/annual

The funding source for this position will be funded under both 1991 Realignment and MHSA funding.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 713 establishing and adding the Deputy Chief Clinical Officer position to the Authority's current Master Classification and Salary Schedule effective July 1, 2023.

Attachments:

Attachment 3-A: Resolution No. 713 - Draft

Attachment 3-B: Deputy Chief Clinical Officer Job Description - Draft

RESOLUTION NO. 713

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE DEPUTY CHIEF CLINICAL OFFICER POSITION; AND REVISING ITS MASTER CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE JULY 1, 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 establish the Deputy Chief Clinical Officer position under the management classification to oversee, direct, and participate in all activities of assigned clinical programs, including short-term and long-term planning, and the development and administration of departmental policies, procedures, and services, under the administrative direction of the Chief Clinical Officer.

B. The Authority’s Governing Board has previously approved job descriptions, classifications, salary ranges, and benefits for the Authority’s employees through the adoption of Resolutions. The funding source for this position is both 1991 Realignment and MHSA funds.

C. A class and compensation market review was conducted by Koff and Associates in order to establish the appropriate salary range for the Deputy Chief Clinical Officer position as follows:

Deputy Chief Clinical Officer	Salary Range 61	\$137,112.98 - \$174,994.77/annual
-------------------------------	-----------------	------------------------------------

2. Action

The Governing Board approves and authorizes the Deputy Chief Clinical Officer job classification to be added to the Authority’s Master Classification and Salary Schedule as shown in ‘Exhibit A’ attached herein effective July 1, 2023.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 21, 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____ By: _____

TRI-CITY MENTAL HEALTH AUTHORITY
 MASTER CLASSIFICATION AND SALARY SCHEDULE
 EFFECTIVE JULY 1, 2023
 ADOPTED JUNE 21, 2023

Salary Range	Annually						Monthly						Per Pay Period						Hourly					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
76	198,580.51	208,509.60	218,934.98	229,881.81	241,375.89	253,444.67	16,548.38	17,375.80	18,244.58	19,156.82	20,114.66	21,120.39	7,637.71	8,019.60	8,420.58	8,841.61	9,283.69	9,747.87	95,471.40	100,245.00	105,257.20	110,520.10	116,046.10	121,848.40
77	203,545.06	213,722.29	224,408.29	235,628.85	247,410.18	259,780.77	16,962.09	17,810.19	18,700.69	19,635.74	20,617.51	21,648.40	7,828.66	8,220.09	8,631.09	9,062.65	9,515.78	9,991.57	97,858.20	102,751.10	107,888.60	113,283.10	118,947.20	124,894.60
78	208,633.57	219,065.39	230,018.67	241,519.62	253,595.47	266,275.36	17,386.13	18,255.45	19,168.22	20,126.63	21,132.96	22,189.61	8,024.37	8,425.59	8,846.87	9,289.22	9,753.67	10,241.36	100,304.60	105,319.90	110,589.90	116,115.20	121,920.90	128,017.00
79	213,849.38	224,542.03	235,769.04	247,557.44	259,935.31	272,932.19	17,820.78	18,711.84	19,647.42	20,629.79	21,661.28	22,744.35	8,224.98	8,636.23	9,068.04	9,521.44	9,997.51	10,497.39	102,812.20	107,952.90	113,350.50	119,018.00	124,968.90	131,217.40
80	219,195.81	230,155.54	241,663.34	253,746.48	266,433.86	279,755.42	18,266.32	19,179.63	20,138.61	21,145.54	22,202.82	23,312.95	8,430.61	8,852.14	9,294.74	9,759.48	10,247.46	10,759.82	105,382.60	110,651.70	116,184.30	121,993.50	128,093.20	134,497.80
81	224,675.57	235,909.44	247,704.91	260,090.06	273,094.64	286,749.42	18,722.96	19,659.12	20,642.08	21,674.17	22,757.89	23,895.79	8,641.37	9,073.44	9,527.11	10,003.46	10,503.64	11,028.82	108,017.10	113,418.00	119,088.90	125,043.30	131,295.50	137,860.30
82	230,292.40	241,807.07	253,897.49	266,592.35	279,922.03	293,918.14	19,191.03	20,150.59	21,158.12	22,216.03	23,326.84	24,493.18	8,857.40	9,300.27	9,765.29	10,253.55	10,766.23	11,304.54	110,717.50	116,253.40	122,066.10	128,169.40	134,577.90	141,306.80
83	236,049.84	247,852.38	260,244.82	273,257.09	286,919.98	301,265.95	19,670.82	20,654.37	21,687.07	22,771.42	23,910.00	25,105.50	9,078.84	9,532.78	10,009.42	10,509.89	11,035.38	11,587.15	113,485.50	119,159.80	125,117.70	131,373.60	137,942.30	144,839.40
84	241,951.01	254,048.70	266,751.06	280,088.64	294,093.07	308,797.63	20,162.58	21,170.73	22,229.25	23,340.72	24,507.76	25,733.14	9,305.81	9,771.10	10,259.66	10,772.64	11,311.27	11,876.83	116,322.60	122,138.80	128,245.70	134,658.00	141,390.90	148,460.40
85	247,999.86	260,399.78	273,419.74	287,090.75	301,445.25	316,517.55	20,666.65	21,699.98	22,784.98	23,924.23	25,120.44	26,376.46	9,538.46	10,015.38	10,516.14	11,041.95	11,594.05	12,173.75	119,230.70	125,192.20	131,451.80	138,024.40	144,925.60	152,171.90
86	254,199.92	266,909.76	280,255.25	294,268.00	308,981.50	324,430.50	21,183.33	22,242.48	23,354.60	24,522.33	25,748.46	27,035.87	9,776.92	10,265.76	10,779.05	11,318.00	11,883.90	12,478.10	122,211.50	128,322.00	134,738.10	141,475.00	148,548.80	155,976.20
87	260,554.74	273,582.61	287,261.73	301,624.75	316,706.00	332,541.25	21,712.89	22,798.55	23,938.48	25,135.40	26,392.17	27,711.77	10,021.34	10,522.41	11,048.53	11,600.95	12,181.00	12,790.05	125,266.70	131,530.10	138,106.60	145,011.90	152,262.50	159,875.60
88	267,068.67	280,422.06	294,443.14	309,165.38	324,623.73	340,854.80	22,255.72	23,368.51	24,536.93	25,763.78	27,051.98	28,404.57	10,271.87	10,785.46	11,324.74	11,890.98	12,485.53	13,109.80	128,398.40	134,818.30	141,559.20	148,637.20	156,069.10	163,872.50
89	273,745.47	287,432.70	301,804.26	316,894.45	332,739.26	349,376.14	22,812.12	23,952.73	25,150.35	26,407.87	27,728.27	29,114.68	10,528.67	11,055.10	11,607.86	12,188.25	12,797.66	13,437.54	131,608.40	138,188.80	145,098.20	152,353.10	159,970.80	167,969.30
90	280,589.09	294,618.48	309,349.46	324,816.96	341,057.81	358,110.69	23,382.42	24,551.54	25,779.12	27,068.08	28,421.48	29,842.56	10,791.89	11,331.48	11,898.06	12,492.96	13,117.61	13,773.49	134,896.60	141,643.50	148,725.70	156,162.00	163,970.10	172,168.60
91	287,603.68	301,983.97	317,083.10	332,937.28	349,584.14	367,063.42	23,966.97	25,165.33	26,423.59	27,744.77	29,132.01	30,588.62	11,061.68	11,614.77	12,195.50	12,805.28	13,445.54	14,117.82	138,271.00	145,184.60	152,443.80	160,066.00	168,069.30	176,472.80
92	294,793.82	309,533.54	325,010.19	341,260.82	358,323.89	376,239.97	24,566.15	25,794.46	27,084.18	28,438.40	29,860.32	31,353.33	11,338.22	11,905.14	12,500.39	13,125.42	13,781.69	14,470.77	141,727.80	148,814.20	156,254.90	164,067.70	172,271.10	180,884.60
93	302,163.68	317,271.97	333,135.50	349,792.35	367,281.82	385,645.94	25,180.31	26,439.33	27,761.29	29,149.36	30,606.82	32,137.16	11,621.68	12,202.77	12,812.90	13,453.55	14,126.22	14,832.54	145,271.00	152,534.60	160,161.30	168,169.40	176,577.80	185,406.70
94	309,717.82	325,203.63	341,463.82	358,537.09	376,463.98	395,287.15	25,809.82	27,100.30	28,455.32	29,878.09	31,372.00	32,940.60	11,912.22	12,507.83	13,133.22	13,789.89	14,479.38	15,203.35	148,902.80	156,347.90	164,165.30	172,373.60	180,992.30	190,041.90
95	317,460.83	333,333.73	350,000.56	367,500.43	385,875.57	405,169.23	26,455.07	27,777.81	29,166.71	30,625.04	32,156.30	33,764.10	12,210.03	12,820.53	13,461.56	14,134.63	14,841.37	15,583.43	152,625.40	160,256.60	168,269.50	176,682.90	185,517.10	194,792.90
96	325,397.28	341,667.04	358,750.50	376,688.00	395,522.40	415,298.62	27,116.44	28,472.25	29,895.87	31,390.67	32,960.20	34,608.22	12,515.28	13,141.04	13,798.10	14,488.00	15,212.40	15,973.02	156,441.00	164,263.00	172,476.20	181,100.00	190,155.00	199,662.80
97	333,532.16	350,208.77	367,719.25	386,105.20	405,410.51	425,680.94	27,794.35	29,184.06	30,643.27	32,175.43	33,784.21	35,473.41	12,828.16	13,469.57	14,143.05	14,850.20	15,592.71	16,372.34	160,352.00	168,369.60	176,788.10	185,627.50	194,908.90	204,654.30
98	341,870.46	358,964.11	376,912.22	395,757.86	415,545.73	436,323.06	28,489.21	29,913.68	31,409.35	32,979.82	34,628.81	36,360.25	13,148.86	13,806.31	14,496.62	15,221.46	15,982.53	16,781.66	164,360.80	172,578.90	181,207.80	190,268.20	199,781.60	209,770.70
99	350,417.18	367,938.06	386,335.04	405,651.79	425,934.29	447,231.20	29,201.43	30,661.51	32,194.59	33,804.32	35,494.52	37,269.27	13,477.58	14,151.46	14,859.04	15,601.99	16,382.09	17,201.20	168,469.80	176,893.30	185,738.00	195,024.90	204,776.10	215,015.00
100	359,177.73	377,136.66	395,993.31	415,793.04	436,582.64	458,411.82	29,931.48	31,428.05	32,999.44	34,649.42	36,381.89	38,200.99	13,814.53	14,505.26	15,230.51	15,992.04	16,791.64	17,631.22	172,681.60	181,315.70	190,381.40	199,905.00	209,895.50	220,390.30

**TRI-CITY MENTAL HEALTH AUTHORITY
MASTER CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2023
ADOPTED JUNE 21, 2023**

Classification	Range
Accounting Technician	22
Clinical Supervisor I	45
Clinical Supervisor II	49
Clinical Therapist I	37
Clinical Therapist II	41
Deputy Chief Clinical Officer	61
Grants Manager	47
Nurse Practitioner I	56
Nurse Practitioner II	60



DEPUTY CHIEF CLINICAL OFFICER

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

FLSA STATUS: Exempt

DEFINITION:

Under administrative direction, assists with planning, organizing, managing, and supervising the activities assigned clinical programs; provides administrative and clinical oversight of the day-to-day activities of the department, including the implementation, administration, and enforcement of Authority and mandated policies and procedures related to all clinical programs, functions, and activities; coordinates assigned activities with other Authority departments, officials, outside agencies, and the public; fosters cooperative working relationships among Authority departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the Chief Clinical Officer in areas of expertise; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED:

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

DISTINGUISHING CHARACTERISTICS:

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

This class is distinguished from the Chief Clinical Officer in that the latter has overall management responsibility for all assigned clinical programs, functions, and responsibilities, and for developing, implementing, and interpreting public policy.

ATTACHMENT 3-B

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

- Assumes management responsibility for all clinical programs, services, and activities including adult outpatient, child outpatient, full-service partnership operations and clinical aspects of non-clinical programs; plans and organizes the development of a comprehensive system of care which utilizes all the available resources within the community, including other public and private institutions.
- Manages and participates in the development and implementation of goals, objectives, policies, procedures, and work standards for the Department; recommends, within Authority policy, appropriate budget, service, and staffing levels; recommends and administers policies and procedures.
- Assists with the preparation and administration of department and program budgets; forecasts additional funds needed for staffing, equipment, and supplies; monitors and approves expenditures.
- Hires, selects, trains, motivates, and evaluates department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; recommends discipline and terminations; responds to staff questions and concerns.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the Chief Clinical Officer; directs the implementation of improvements.
- Manages the work activities and operations of multiple programs through subordinate managers and supervisors, by establishing performance levels, communicating goals and performance expectations, and monitoring and reviewing work to ensure conformance to established policies and procedures, and standards for quality and timeliness.
- Analyzes and prepares recommendations on proposed legislation; interprets and disseminates local, county, state, and federal policy and regulations pertaining to behavioral health services.
- Acts as liaison to other health care, community, private, and public agencies concerning community service and program needs, both at the state and local level.
- Participates in proposal/grant writing; prepares and approves various grants, reports, and documents regarding clinical services for the management team or Executive Director; and serves as program resource on grant-related matters.
- Directs the preparation of, and/or prepares, a diverse range of administrative and technical reports and business communications on program matters; assigns special management studies and administrative tasks to subordinate personnel on an as needed basis.
- Assists with the implementation of mandated and discretionary quality assurance monitoring procedures in conjunction with the Chief Compliance Officer and Best Practices unit and collaborates with other department leadership in completion of projects.

- Participates in and makes presentations to a wide variety of community groups, committees, boards, and commissions.
- Directs the maintenance of working and official departmental files.
- Ensures staff observe and comply with all Authority and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS:

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

Education and Experience

As required by the California Code of Regulations and Tri-City Mental Health Services position requirements, which includes:

Option I: A doctorate degree in psychology and at least two years of clinical psychology experience, including one year of administrative or managerial experience.

Option II: A master's degree in social work, marriage and family counseling and at least three years mental health experience, including one year of administrative or managerial experience.

Licensure/Registration/Certification:

Licensure is required.

Option I: A psychologist, licensed in California by the State Board of Medical Quality Assurance.

Option II: A clinical social worker, licensed in California by the State Board of Behavioral Science Examiners; OR a marriage family therapist, licensed in California by the State Board of Behavioral Science Examiners.

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.

- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of budget administration.
- Techniques and theories of modern behavioral health assessment and treatment, to include psychological tests.
- Modern techniques and procedures of clinical practices as applied to multidisciplinary behavioral health programs.
- Methods and techniques of developing technical and administrative reports, and business correspondence.
- Social, emotional, and behavioral aspects of mental disorders and illness.
- Principles and practices of direct client service delivery.
- Principles of behavioral health education.
- Cultural and environmental factors and influences affecting behavioral health.
- Community and governmental services and resources.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility, including the Health Insurance Portability and Accountability Act (HIPAA).
- Authority and mandated safety rules, regulations, and protocols
- Techniques for providing a high level of customer service, interacting and effectively dealing with the public, community based organizations and service providers, stakeholders, and Authority staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for all clinical operations.
- Analyze, plan, and manage clinical program services.
- Plan, organize, manage, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Perform difficult and complex administrative and analytical work requiring sensitivity to issues.
- Implement and oversee use of advanced assessment, treatment, and diagnostic procedures.
- Analyze, interpret, recommend, and oversee implementation for clinical services and activities as based on research.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the Authority in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Understand scope of authority in making independent decisions.

- Effectively utilize community resources to assist clients.
- Prepare clear and concise reports, correspondence, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Maintain the confidentiality of client information.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with clients, their families, Authority staff, and the behavioral health community.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS (ADA)

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

ENVIRONMENTAL CONDITIONS

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

WORKING CONDITIONS

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

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



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

DATE: June 21, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 714 Establishing the Expansion of Vacation and Compensatory Leave Cash-Out Policy and Procedure No. II.21, Effective July 1, 2023

Summary:

In response to continued national inflation and in an effort to provide progressive employee incentives during a difficult recruiting climate, Tri-City is requesting to permanently establish the Expansion of Vacation and Accrual Leave policy as adopted on July 20, 2022 via Resolution No. 662, which increases the amount of vacation and compensatory hours that staff can cash out. Tri-City would also like to fully implement this policy, hereby superseding the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F, where applicable and adding the ability to cash out compensatory time off; and any and all previous versions of vacation and compensatory leave cash-out policies and procedures.

Background:

As part of our current Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F: Vacation Accrual Cash Out, full-time, regular employees are allowed to cash-out up to a maximum of 80 hours of accrued vacation leave in a fiscal year provided that 40 hours of vacation accruals remain on the books after the cash-out. On October 21, 2020, Tri-City's Governing Board approved a temporary policy expanding the vacation cash-out policy to allow employees to cash out an additional 40 hours of vacation accruals and any compensatory leave accruals within the 2020-2021 Fiscal Year.

On July 21, 2021 and July 20, 2022, Tri-City's Governing Board approved the extensions of the temporary cash-out policy for Fiscal Years 2021-2022 and 2022-2023 due to the impacts of the pandemic and increased employee utilization.

As increased employee utilization has continued and Tri-City continues to be an agency seeing the impacts of increased need for mental health services due to the impacts of the pandemic and economic concerns, it is our continued hope that policy will provide employees more access to earned leave in an effort to meet any additional financial needs. By fully implementing this policy as an agency standard, Tri-City can preserve staffing for workforce and community needs.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 714 Establishing the Expansion of Vacation and
Compensatory Leave Cash-Out Policy and Procedure No. II.21 –Effective July 1, 2023
June 21, 2023
Page 2

Fiscal Impact:

None. These are leave accruals that employees have already earned and does not increase the Agency's financial obligations.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 714 establishing the expansion of Vacation and Compensatory Leave Cash-Out Policy and Procedure Policy No. II.21 effective July 1, 2023.

Attachments

Attachment 4-A: Resolution No. 714 – Draft

Attachment 4-B: Vacation and Compensatory Cash-Out Policy and Procedure No. II.21, effective 07/01/2023 – DRAFT

RESOLUTION NO. 714

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE EXPANSION OF ITS VACATION AND COMPENSATORY CASH OUT POLICY AND PROCEDURE NO. II.21 — EFFECTIVE JULY 1, 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 (“TCMHA” or “Authority”) desires to establish the expansion of its Vacation and Compensatory Cash Out Policy and Procedure No. II.21, as documented in the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F, in an effort to provide progressive employee incentives during a difficult recruiting climate.

B. The expansion of the current policy would allow employees to cash out an additional 40 hours of vacation accruals and any compensatory time off accruals effective July 1, 2023.

2. Action

The Governing Board approves the Vacation and Compensatory Cash Out Policy and Procedure No. II.21, effective July 1, 203.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 21, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



TRI-CITY MENTAL HEALTH AUTHORITY

POLICY & PROCEDURE

SUBJECT: Vacation and Compensatory Leave Cash-Out Policy & Procedure	POLICY NO.: II.21	EFFECTIVE DATE: 07/01/2023	PAGE: 1 of 4
APPROVED BY: Governing Board Executive Director	SUPERCEDES: I.17 II.13 All previous versions	ORIGINAL ISSUE 03/01/2002 06/20/2007 07/01/2020	RESPONSIBLE PARTIES: Finance Human Resources All Staff

1. PURPOSE

In response to continued national inflation and in an effort to provide progressive employee incentives during a difficult recruiting climate, Tri-City Mental Health Authority (“Authority”) desires to permanently establish the expansion of Vacation and Accrual Leave Policy and Procedure as adopted on July 20, 2022 via Resolution No. 662, which increases the amount of vacation and compensatory hours that staff can cash out. The Authority would also like to fully implement this policy and procedure, hereby superseding the Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F, where applicable and adding the ability to cash out compensatory time off; and any and all previous versions of vacation and compensatory leave cash-out policies and procedures.

2. VACATION ACCRUAL CASH-OUT POLICY

- 2.1 Under this policy, employees will be allowed to cash out an additional 40 hours of vacation accruals, for a total of up to 120 hours, in the fiscal year.
- 2.2 Employees will still be required to maintain a vacation accrual balance of 40 hours in order to complete the cash-out request.

3. PROCEDURES

3.1 Eligibility Criteria for Vacation Accrual Cash-Out Expansion

3.1.1 Eligibility criteria for a vacation accrual cash-out are as follows:

- 3.1.1.1 The employee must be a regular, full-time employee who has completed his/her/their initial probationary period, if applicable.
- 3.1.1.2 A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.
- 3.1.1.3 Employee has not exceeded a combined three vacation or compensatory cash-out requests, in any combination, in the current fiscal year.



TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: Vacation and Compensatory Leave Cash-Out Policy & Procedure	POLICY NO.: II.21	EFFECTIVE DATE: 07/01/2023	PAGE: 2 of 4
---	------------------------------------	---	-------------------------------

4. COMPENSATORY ACCRUAL CASH-OUT EXPANSION POLICY

- 4.1 Under this policy, employees who hold a Compensatory Time Off (“comp”) accrual balance, i.e. full-time, exempt employees, will be allowed to cash out part or all of their comp accrual balance in the current fiscal year.
- 4.2 There will be no remaining comp accrual balance required in order to complete the cash-out, however, employees must have a remaining balance of 40 hours of vacation to complete the comp leave cash-out request.
- 4.3 Employees will be allowed to cash out the entirety of their comp accrual balances if they choose.

5. PROCEDURES

- 5.1 Eligibility criteria for a compensatory accrual cash-out are as follows:
 - 5.1.1 The employee must be a regular, full-time, exempt employee, who has completed his/her/their initial probationary period, if applicable.
 - 5.1.2 A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.
 - 5.1.3 Employee has not exceeded a combined three vacation or compensatory cash-out requests, in any combination, in the current fiscal year.

6. EXPIRATION, CAPS AND INCREMENTS

- 6.1 This policy shall supersede the *Personnel Rules and Regulations, Rule VI. Leave Benefits, Section 1F: Vacation Accrual Cash Out* provision and add the ability to cash out compensatory time off as set forth above, and any and all previous versions of vacation and compensatory leave cash-out policies and procedures.
- 6.2 Employees are not permitted to cash out more than 120 hours of vacation accruals during the fiscal year.
- 6.3 A maximum of three cash-outs, in any combination (i.e. vacation and/or compensatory), will be permitted in the current fiscal year.
- 6.4 Vacation and Compensatory Time Off Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable.
- 6.5 Only full hour increments of accrued vacation and comp leave may be requested.



TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: Vacation and Compensatory Leave Cash-Out Policy & Procedure	POLICY NO.: II.21	EFFECTIVE DATE: 07/01/2023	PAGE: 3 of 4
---	------------------------------------	---	-------------------------------

6.6 Approval of an employee's Vacation and Comp Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer. The Chief Financial Officer and Executive Director reserve the right to discontinue this policy at any time, if and when the need arises.

7. FORMS

7.1 Employees who meet the Eligibility Criteria for a vacation and/or compensatory accrual cash-out should complete and submit the Vacation and Comp Accrual Cash-Out Request Form available on Summit.

7.2 Human Resources and Finance will review the request form for approval or denial.

7.3 EXHIBIT A – Vacation and Comp Accrual Cash-Out Request Form

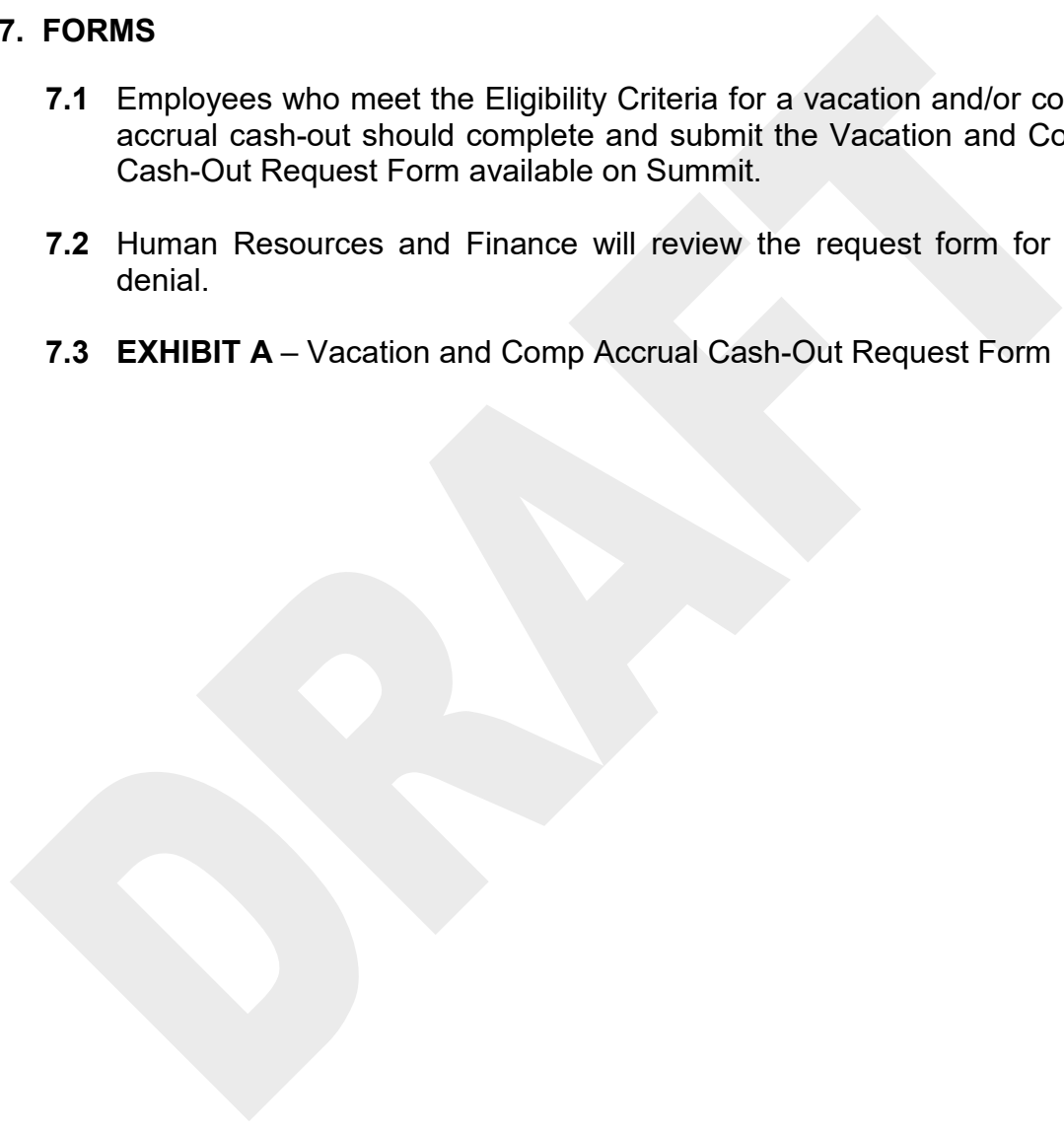


EXHIBIT A



VACATION & COMPENSATORY ACCRUAL CASH-OUT REQUEST FORM

EMPLOYEE NAME: _____ **DATE:** _____

DEPARTMENT: _____

TYPE OF CASH OUT: **VACATION** **COMPENSATORY** **BOTH**

The following requirements must be met in order to be eligible for a vacation accrual cash-out:

1. I am a full-time, regular employee.
2. I am a full-time, regular, **exempt** employee if cashing out comp accruals.
3. I have not cashed out more than 120 hours of vacation accruals during the current fiscal year (July 1 – June 30), or a combination of three total cash-outs of vacation or compensatory leave.
4. I will have a remaining vacation leave balance of 40 hours upon completion of the cash-out request.

I am requesting a vacation accrual cash-out for _____ hours.

I am requesting a compensatory accrual cash out for _____ hours.

NOTE: You may cash out vacation accrual hours in any increments up to 120 hours in a fiscal year or you may cash out the entirety of your compensatory accruals up to a combined maximum of three total vacation or compensatory cash-out requests in the fiscal year.

EMPLOYEE SIGNATURE: _____

FOR OFFICE USE ONLY

To be completed by Human Resources and Finance:

Total Vacation Accrual Hours available at the end of the current pay period: _____

Review and Decision by Human Resources and Finance:

Vacation/Compensatory Accrual Cash-out Request is: ___ approved ___ denied

HR/Finance: _____ Dated _____



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

DATE: June 21, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Dana Barford, Director of MHSA & Ethnic Services
Daisy Martinez, Community Capacity Organizer

SUBJECT: Consideration of Awarding Thirteen Community Wellbeing Grants
Totaling \$117,104.00 for FY 2023-24 under the Community Capacity
Building Project of the Prevention and Early Intervention (PEI) Plan

Summary:

In February 2010, the Governing Board approved the Community Wellbeing Project to be funded under the Mental Health Services Act Prevention and Early Intervention (MHSA-PEI). Accordingly, Community Wellbeing Grants are awarded annually as part of the Community Wellbeing Project. For upcoming Fiscal Year 2023-24, Tri-City received a total of 23 applications and 13 are being presented to the Governing Board for its approval to award the funding.

Background:

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

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

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

Governing Board of Tri-City Mental Health Authority
Consideration of Awarding Thirteen Community Wellbeing Grants Totaling \$117,104.00 for
FY 2023-24 under the Community Capacity Building Project of the Prevention and Early
Intervention (PEI) Plan
June 21, 2023
Page 2

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

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

Fiscal Impact:

Awarding the thirteen (13) Wellbeing Grants will impact Tri-City's PEI budget by \$117,104.00 in Fiscal Year 2023-24. Tri-City has the funds available to support this project.

Recommendation:

Staff recommends that the Governing Board award the thirteen selected Community Wellbeing Grants totaling \$117,104.00 to be funded under the MHSA-PEI Plan in Fiscal Year 2023-24.

Attachments:

Attachment 5-A: FY 2023-24 Community Wellbeing Program Selected Applicants
Summary

Attachment 5-B: Sample Contract for Community Wellbeing Grant

COMMUNITY WELLBEING GRANT

Descriptions



Community Name:	Bithiah's Family Services
Fiscal Sponsor:	Bithiah's Family Services
Amount:	\$10,000
Community Description:	
<p>Bithiah's Family Services partnered with Just Us 4 Youth for this project. The Maternity Home Vehicle will be used to safely transport pregnant women residing in their Maternity Home to doctor's appointments, parenting classes, hospital tours, breast feeding classes, to the hospital for delivery, and for all follow-up appointments for mother and baby. The women living in their Maternity Home are ages 18-24 who have aged-out of foster care, experienced domestic violence and/or homelessness. This project will help clients improve their mental health, safety and reach their goals.</p>	

Community Name:	Character Champions Foundation
Fiscal Sponsor:	Human Values Center
Amount:	\$10,000
Community Description:	
<p>The Compassion Counts in Pomona project is a 0-5 early childhood education curriculum that supports parents, guardians, and educators in building the social and emotional foundation needed from the onset of life. Ten skits will be created in English and Spanish using muppet type puppets and an adult narrator to teach the book, <i>Compassion Counts in You and Me</i>. An art activity will also be videotaped in English and Spanish so that more people can view it. The book will also be able to be downloadable as a coloring book on the web and will be available in English and Spanish. There will be a song, <i>I am valuable, Loveable, Capable</i> created in English and Spanish which will also be made available on the web.</p>	

Community Name:	City of Knowledge Middle School Art Café
Fiscal Sponsor:	City of Knowledge
Amount:	\$10,000
Community Description:	
<p>The Middle School Art Café project will engage students in weekly art lessons, review works of art of famous artists and will also connect with artists within the school such as parents and grandparents. The Middle School Art Café will help promote social, emotional, and mental well-being among the middle schoolers. Students will have an end of the year event to show case their art work and sell to parents first and community after that.</p>	

COMMUNITY WELLBEING GRANT

Descriptions



Community Name:	City of Pomona-Community Services Division
Fiscal Sponsor:	City of Pomona
Amount:	\$8,654
Community Description:	Compassion 101: (Re)Connecting To Our Humanity project is designed to address challenges that Pomona's youth face today. The project goals are to increase youth's knowledge and understanding of the Holocaust, develop youth's capacity for tolerance, compassion, empathy, acceptance and create future leaders that demonstrate inclusive principles and practices. Youth ages 7-17 will be served by this project.

Community Name:	Draper Center for Community Partnerships
Fiscal Sponsor:	Pomona College
Amount:	\$7,000
Community Description:	This grant will support the Music Mentors Program (MMP) at the Draper Center for Community Partnerships, which currently consists of 33 mentors and 30 mentees. The mentors are students from all 5 Claremont Colleges who provide weekly one-hour music lessons to underserved youth in the Pomona Valley. The Music Mentors Program has envisioned a project that will expose local youth to musicians who are underrepresented in the industry and will offer strategically curated workshops and curricula that reflect the perspectives and experiences of people who have traditionally been absent from music education. The goal is to provide students with a more comprehensive and inclusive understanding of music, so all students have the confidence to reach their full musical potential as well as reap emotional, behavioral, and mental health benefits of music.

Community Name:	4 Kids World Wide
Fiscal Sponsor:	4 Kids World Wide
Amount:	\$10,000
Community Description:	The 4 Kids World Wide Basketball Program is for Pomona children ages 3-12. Weekly basketball clinics will be offered after school Monday through Wednesday with games on Fridays. This project will also focus on homework help, academic skills and mental health strategies. There will also be a focus on special needs children and youth. Adaptive techniques and input from special education teachers will provide effective coaching. This project will help improve self-esteem, increase general levels of happiness, and develop social relationships among team members.

COMMUNITY WELLBEING GRANT

Descriptions



Community Name:	Free To Be Me Program
Fiscal Sponsor:	House of Ruth
Amount:	\$4,450
Community Description:	
<p>This project focuses on "Free to be Me" self-esteem building workshop and mentorship program to children living in Pomona ages 7-12 years old. The goal of the workshop and mentorship program is to provide young people with tools to cope with stress, build their self-esteem, and have ongoing support from their older peers. This project aims to normalize and de-stigmatize mental health struggles for young people, provide tangible resources and tools, and open the conversation to encourage reaching out for help when in need.</p>	

Community Name:	Kennedy Austin Foundation
Fiscal Sponsor:	Kennedy Austin Foundation
Amount:	\$10,000
Community Description:	
<p>Groups of Hope project is for youth ages 12-25, affected by sudden death, disability or violence against shared friends. Kennedy Austin Foundation is uniquely qualified to walk with people through the grief process and this project is a stepping stone to helping youth learn to manage their mental health when crises hit. Groups of Hope will help avoid depression, suicide, self-harm, aggressive anger, and turning to drugs or alcohol in attempts to deaden the overwhelming feelings that accompany loss.</p>	

Community Name:	La Verne Youth & Family Action Committee
Fiscal Sponsor:	City of La Verne
Amount:	\$7,000
Community Description:	
<p>The Summer Lunch and Wellness Program in coordination with Bonita Unified School District, will take place at Las Flores Park. The programming will ensure a nutritious free meal, provide a healthy recreational activity (i.e. sports or crafts) promoting engagement, and connecting people to services such as mental health and wellness programs.</p>	

COMMUNITY WELLBEING GRANT

Descriptions



Community Name:	Pomona Pride Center Inc.
Fiscal Sponsor:	Pomona Pride Center Inc.
Amount:	\$10,000
Community Description: The Queer and Trans (QT) Community Conversations podcast will highlight different queer and trans individuals within Pomona Valley community. Queer representation is incredibly important in a time where legislators are targeting the queer and trans community and are actively preventing queer stories from being told and accessed across the nation. This podcast will amplify queer voices and stories so that queer youth may be able to see themselves represented by others in their own community.	

Community Name:	Purpose Church
Fiscal Sponsor:	Purpose Church
Amount:	\$10,000
Community Description: The project "Level Up" also known as "Rise Up" originally launched last year. The focus of this project is for transitional age youth who reside in the Del Rosa and Angela, Chanslor neighborhoods. The project will provide weekly programming centered around socio-emotional development via restorative circles, character building and mentorship. A total of 60 youth will be served. This project now has access to the Renacimiento Teen Center where they will be able to have a central meeting location that is safe and conducive for their program.	

Community Name:	Sowing Seeds For Life
Fiscal Sponsor:	Sowing Seeds For Life
Amount:	\$10,000
Community Description: The Mobile Pantry Program will deliver personal hygiene care items to un-housed and low-income students attending CalPoly Pomona. The recipients of this program are all under the age of 25. The goal of this program is to eliminate stigma which often affects individuals lacking access to basic hygiene. This program also serves to introduce young people to supportive care services available to them in a judgment-free, welcoming, and inclusive manner.	

COMMUNITY WELLBEING GRANT

Descriptions



Community Name:	The Youth & Family Club of Pomona Valley
Fiscal Sponsor:	The Youth & Family Club of Pomona Valley
Amount:	\$10,000
Community Description: The Teen Center project will be renovated to benefit the teens of Pomona Valley by having a safe, fun, educational place where they can stay off the streets and be mentored to be the best possible they can be to their families, schools, and communities. The goal of this project is to offer a place for students to meditate, bring families together, assist teens when trouble arises, and to provide restorative circles to positively impact the youth at the center.	

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

This AGREEMENT is by and between «**Community**», (GRANTEE) with its principal office of operations at «**Address**» «**Address_city**», CA «**Address_zip**» and its fiscal sponsor, «**Fiscal_Sponsor**», (FISCAL SPONSOR) a 501(c)(3) organization organized under the laws of the State of California with its principal office of operations at «**Mailing_Address**» «**Mailing_Address_City**», CA «**Mailing_Address_zip**» (GRANTEE AND FISCAL SPONSOR together as the GRANTEES) and Tri-City Mental Health Authority, a Joint Powers Agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Claremont, California 91767, (TCMHA).

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

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

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

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

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

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

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

2. PRINCIPAL SUPERVISORS: PROJECT shall be under the supervision of «**Project_Leader**» who shall serve as Project Leader; «**Community_Leader**» who shall serve as Community Leader; and «**Fiscal_Sponsor1**» who shall serve as Fiscal Sponsor Representative. If for any reason the Principal Supervisors shall be unable to continue to serve and a successor acceptable to both parties is not available, this AGREEMENT shall be terminated as hereafter provided.

3. PERIOD OF PERFORMANCE: The activities of PROJECT shall commence immediately upon execution of this agreement and continue through completion, not later than **June 30, 2020**. This period will be subject to modification or renewal only by mutual written agreement of the parties hereto.
4. PAYMENT OF COSTS: In consideration of GRANTEE'S performance hereunder, TCMHA agrees to support GRANTEE'S costs incurred conducting the activities of this PROJECT, in the amount not to exceed ten thousand dollars («Amount»). This amount shall not be exceeded by GRANTEE without the written authorization of TCMHA. A payment equal to 25% of the total granted amount shall be made to GRANTEE upon execution of this agreement. All remaining payments equal to 25% of the total granted amount shall be made to GRANTEE quarterly upon receipt of GRANTEE's quarterly Financial Report, if justified. Justification of any subsequent payments shall be rebuttably presumed if the sum of Spent Funds and Projections for the Next Quarter exceeds the amount received by GRANTEE in the previous quarters. Should justification of additional payments not be met, payment shall be withheld until a Financial Report meeting justification is received by Community Wellbeing Program Staff, no later than June 30, 2020.

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

The payments due under the AGREEMENT shall be made payable to «Fiscal_Sponsor», and the initial payment shall be mailed with a copy of this AGREEMENT to:

«Fiscal_Sponsor»
ATTN: «Fiscal_Sponsor1»
«Mailing_Address»
«Mailing_Address_City», CA «Mailing_Address_zip»

5. POLICIES AND PROCEDURES: The PROJECT conducted hereunder shall be performed in accordance with the policies and procedures of GRANTEE AND ITS FISCAL SPONSOR.
6. REPORTS: GRANTEE shall deliver to TCMHA quarterly reports showing the detail of expenditures to date and projections for following quarter as applicable until the PROJECT is complete. Financial Reports shall be due fifteen (15) days after quarter ends: October 15th, Jan 15th, April 15th, and July 15th. Reports shall be signed by Project Leader, Community Leader, and Fiscal Sponsor Representative confirming review and accuracy of report. In addition, the GRANTEE shall deliver the results of PROJECT performed within ninety (90) days of the completion of PROJECT.
7. RESPONSIBILITY OF FISCAL SPONSOR: Fiscal Sponsor is responsible for review and accuracy of all supporting documentation related to PROJECT including Financial Report. Additionally, Fiscal Sponsor shall be responsible for maintaining records of expenditures related to PROJECT for a period of five (5) years following conclusion of the project.
8. SPECIAL FUNDING PROVISIONS. This PROJECT is funded by California Mental Health Services Act funds. As such, the use of the funds is subject to certain obligations and limitations that are set forth in Attachment B and made a part of this AGREEMENT. GRANTEES covenant and agree to comply with the provisions of Attachment B.

9. **TERMINATION:** Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice to the authorized personnel listed in the notices section of this agreement. Upon termination by TCMHA, GRANTEES will be entitled to retain sufficient funds to reimburse it for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph 4. Upon termination by GRANTEES, all costs and non-cancelable commitments incurred thereafter will be the responsibility of GRANTEES. GRANTEES will return any unused funds to TCMHA within three (3) months of the written notice of termination.

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

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

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

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

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

Grantees: **«Community»**
 «Community_Leader» & «Project_Leader»
 «Address»
 «Address_city», CA «Address_zip»

**«Fiscal_Sponsor»
ATTN: «Fiscal_Sponsor1»
«Mailing_Address»
«Mailing_Address_City», CA «Mailing_Address_zip»**

TCMHA: Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard #B
Claremont, CA 91711-2788
Attn: Rimmi Hundal
(909) 623-6131
E-Mail: rhundal@tricitymhs.org

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

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

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

TCMHA

TRI-CITY MENTAL HEALTH AUTHORITY

By: _____
Antonette (Toni) Navarro, LMFT
Executive Director
Dated: _____

GRANTEES

«Community»

By: _____
«Community_Leader»
Community Leader

Dated: _____

By: _____
«Project_Leader»
Project Leader

Dated: _____

Fiscal Sponsor

By: _____
«Fiscal_Sponsor1»
Fiscal Sponsor Representative

Dated: _____



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

DATE: June 21, 2023

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Liz Renteria, LCSW, Chief Clinical Officer
Erin Sapinoso, Program Analyst II (Grants)

SUBJECT: Consideration of Awarding Six Mental Health Student Services Act (MHSSA) Sub-Grants Totaling \$441,710.76 Beginning July 1, 2023 through June 30, 2026, under the MHSSA Grant Received from the California Mental Health Services Oversight and Accountability Commission (MHSOAC)

Summary:

As part of its MHSSA project, Tri-City Mental Health Authority (Tri-City/TCMHA) is making grant funds available for partners to support associated efforts that “provide increased access to mental health services in locations that are easily accessible to students and their families.” To ensure funds are used in alignment with the purpose and goals of the MHSSA grant program and Tri-City’s specific MHSSA project, Sub-grantees are required to review, complete, and submit the MHSSA Sub-grant Application. The review committee—comprised of six Tri-City staff members—evaluated 10 submitted applications. Staff respectfully requests governing board approval to award MHSSA Sub-grant funds amounting \$441,710.76 to six selected candidates.

Background:

In March 2022, Tri-City accepted an MHSSA grant from the California Mental Health Services Oversight and Accountability Commission in an effort to meet the following aims:

- To promote school mental health as a prime opportunity to reach and serve at-risk children, families and neighborhoods;
- To reach children, youth, and their families in an environment where they are comfortable and that is accessible; and
- To help students succeed.

Through this MHSSA grant project, Tri-City is fostering stronger school-community mental health partnerships that can leverage resources to increase access to collaborative, culturally-relevant, coordinated, family-driven, community and school-based services for high-risk youth and young adults (ages 25 and under) in Pomona, Claremont, and La Verne. Grant funds are available for partners to support associated efforts that “provide increased access to mental health services in locations that are easily accessible to students and their families.”

Governing Board of Tri-City Mental Health Authority
Consideration of Awarding Six Mental Health Student Services Act (MHSSA) Sub-Grants
Totaling \$441,710.76 Beginning July 1, 2023 through June 30, 2026, under the MHSSA
Grant Received from the California Mental Health Services Oversight and Accountability
Commission (MHSOAC)
June 21, 2023
Page 2

Tri-City staff released an MHSSA Sub-grant Request for Applications on February 1, 2023 and held a corresponding Bidders' Conference on March 1, 2023. The application deadline was March 31, 2023. A total of 10 applications were received that an internal review committee (comprised of six Tri-City staff members) evaluated. Six applications are being recommended for award.

Recommendations for Award

Name	Request	Award Amount
Claremont Unified School District (#2)	\$ 44,000.00	\$ 44,000.00
The School of Arts and Enterprise	\$ 80,000.00	\$ 80,000.00
Claremont Unified School District (#1)	\$ 85,791.76	\$ 85,791.76
Pomona Unified School District*	\$143,919.00	\$143,919.00
Just Us 4 Youth	\$ 48,000.00	\$ 48,000.00
Cal Poly Pomona	\$ 40,000.00	\$ 40,000.00
Subtotal	\$441,710.76	\$441,710.76

*With guidance

Fiscal Impact:

Of \$4,852,204.00 total MHSSA grant funds, \$860,000.00 is available for this Sub-grant opportunity through June 30, 2026. MHSSA Sub-grant funds in the amount of \$441,710.76 are requested for disbursement to six selected applicants.

Recommendation:

Staff recommends that the Governing Board award six (6) Mental Health Student Services Act Sub-Grants totaling \$441,710.76, beginning July 1, 2023 through June 30, 2026, to be funded under the MHSSA Grant received from the Mental Health Services Oversight and Accountability Commission.

Attachments

Attachment 6-A: MHSSA Sub-Grantees Project Summaries

Attachment 6-B: TCMHA MHSSA Sub-Grant Application

Attachment 6-C: TCMHA & Sub-Grantee Agreement for MHSSA Project Services-DRAFT

**Mental Health Student Services Act
2023-2024 Sub-grant**

Recommendations for Award

1	Applicant Name	Claremont Unified School District (Claremont USD)
	Requested Amount:	\$44,000.00
	Proposed Project:	Culturally-relevant mentorship--Claremont USD will contract with Rescue a Generation to connect 30 students needing Tier II/III interventions with life coaches for a 10-week (2x/week) intervention program (including snacks and swag) at Claremont High starting fall 2023.
2	Applicant Name	The School of Arts and Enterprise
	Requested Amount:	\$80,000.00
	Proposed Project:	Student success and wellness for 6-12th grades: 1) substance abuse services and resources (intervention contract with Day One); 2) attendance strategy (LACOE consultation, conference, and JU4Y outreach); 3) mental health awareness and services (room equipment and Kelvin software)
3	Applicant Name	Claremont Unified School District (Claremont USD)
	Requested Amount:	\$85,791.76
	Proposed Project:	Mental health services and support: two part-time post-masters associate positions (one for grades K-8 and one for grades 9-12)--including laptop computers--for general education students during 2023-24 school year
4	Applicant Name	Pomona Unified School District (Pomona USD)
	Requested Amount:	\$143,919.00
	Proposed Project:	Training in Dr. Bruce Perry's Neurosequential Model of Therapeutics for four Pomona USD licensed clinicians and Neurosequential Model for Education for four Student Support/Teacher Specialists each year for three years (total of 24 trained Pomona USD staff: 12 clinicians to be certified and 12 staff to become trainers)
5	Applicant Name	Just Us 4 Youth
	Requested Amount:	\$48,000.00
	Proposed Project:	RES'Q program: student recovery through outreach and mentoring; PACD program: parent and teen counseling (under supervision by licensed clinical psychologist); program costs include materials, marketing, and transportation
6	Applicant Name	Cal Poly Pomona
	Requested Amount:	\$40,000.00
	Proposed Project:	On-campus mental health fair within the first 4 weeks of each semester: rentals, marketing and advertising, catering, and giveaways; space for on and off-campus providers; mental health fund to reimburse costs for students seeking services off-campus (e.g., transportation, intake, medication)



Mental Health Student Services Act Project Sub-Grant Application Process

Deadline to submit: March 31, 2023

Submission process: Please email the completed and signed Sub-grant application to grants@tricitymhs.org. For questions: Contact Erin Sapinoso, Program Analyst II, at esapinoso@tricitymhs.org or (909) 784-3091

Background

In March 2022, Tri-City Mental Health Authority (Tri-City/TCMHA) accepted a Mental Health Student Services Act (MHSSA) grant from the California Mental Health Services Oversight and Accountability Commission (MHSOAC) in an effort to meet the following aims:

- To promote school mental health as a prime opportunity to reach and serve at-risk children, families and neighborhoods;
- To reach children, youth, and their families in an environment where they are comfortable and that is accessible; and
- To help students succeed.

Through this MHSSA grant project, Tri-City is fostering stronger school-community mental health partnerships that can leverage resources to increase access to collaborative, culturally-relevant, coordinated, family-driven, community and school-based services for high-risk youth and young adults (ages 25 and under) in Pomona, Claremont, and La Verne. Tri-City is following a “no wrong door” philosophy, removing barriers to timely access to care, and providing young residents with mental health services on school campuses. Services include early intervention, suicide prevention, drop-out prevention, evidence-based mental health practices, and development and coordination of service plans to address ongoing needs.

As part of its MHSSA project, Tri-City is making grant funds available for partners to support associated efforts that “provide increased access to mental health services in locations that are easily accessible to students and their families.” To ensure funds are used in alignment with the purpose and goals of the MHSSA grant program and Tri-City’s specific MHSSA project, potential Sub-grantees are required to review, complete, and submit the following MHSSA Sub-grant Application.

Key Dates

Action	Date & Time
Request for Application (RFA) Release	February 1, 2023
Bidders' Conference	March 1, 2023
Application Deadline	March 31, 2023
Notice of Intent to Award*	June 1, 2023
Last day of Sub-grantee project activities	June 30, 2026*
Last day of Tri-City Mental Health Authority MHSSA grant project	December 31, 2026

**Last day of Sub-grantee project activities may occur earlier depending on approved project scope.*

Eligible Applicants

- Established Tri-City MHSSA project partners are highly encouraged to apply for Sub-grant funds. Priority will be given to school partners previously identified in Tri-City's MHSSA grant application. Identified partners include individual schools of each of the following educational systems (and the educational systems themselves):
 - o Pomona Unified School District
 - o Claremont Unified School District
 - o Bonita Unified School District
 - o The School of Arts and Enterprise
 - o Los Angeles County Office of Education
- Community partner agencies that work with youth populations specific to Tri-City's MHSSA project (e.g., LGBTQ+, youth in foster care, youth who have been suspended or expelled) may apply for a Sub-grant as part of this application process. Community partner agencies may potentially receive a Sub-grant depending on availability of funds after awards are allotted to previously identified district/school entities listed above.
- Sub-grantees must provide services for youth in the Tri-City service area: Pomona, Claremont, and La Verne.

Funding

- A total of \$860,000 is available for this Sub-grant opportunity through June 30, 2026. If additional funds remain available after this Sub-grant opportunity, Tri-City reserves the right to modify any contract to add additional funds. Awards will be based on the same criteria stated in this application.
- The Sub-grant award minimum will be \$16,000 and maximum will be \$48,000.
- Unspent funds and unspent accumulated interest, held by the Sub-grantees, will be monitored and may be returned to Tri-City unless there is an approved plan to fully expend these amounts. Sub-grantees must inform Tri-City of unspent funds as soon as possible or at least six months before the close of the Sub-grant.
- Undisbursed funds, held by Tri-City, may result in a reduction of grant funding unless there is an approved plan to fully expend these amounts.
- Sub-grant funds must be encumbered by June 30, 2026 and expended by September 30, 2026.

Contingencies

If the total funds available exceed the requested application amounts, Tri-City reserves the right to award additional amounts to grantees.

The intent of this grant is to award grants to all applicants that meet the threshold, but the actual amount of the grant received may be different than the amount requested.

Tri-City reserves the right to negotiate to finalize any contract.

Sub-grant Cycle

1. Sub-grants will be awarded for up to a three-year grant cycle with funds allocated in quarterly payments based on quarterly submission of invoices. Grant disbursements will be subject to the Sub-grantee's compliance with this application's requirements as submitted through their proposal, which will be incorporated into the contract. Sub-grants may be awarded for a short-term project, single year endeavor, or multi-year venture.
2. Sub-grant funds must be encumbered by June 30, 2026 and expended by September 30, 2026.
3. In order to assist Sub-grantees with managing their contract, Tri-City will facilitate regular check-in meetings (monthly or quarterly as appropriate) either in-person, by phone or some other agreed upon arrangement. The intent is for the Sub-grantee to provide a status on their project including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues specific to their proposed work.
4. Tri-City may withhold funds from a Sub-grantee who fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the project. If a Sub-grantee finds itself in this position, the Sub-grantee shall immediately contact Tri-City and provide a mitigation plan to address the contractual project deficiency. Tri-City may withhold funds until an agreed upon mitigation plan is submitted and accepted by Tri-City.
5. If a mitigation plan is not submitted or if it has not been accepted, Tri-City reserves the right to reduce a grant award by the amount of any unexpended funds.

Allowable Costs

- Sub-grant funds must be used as proposed in the Sub-grant application, in compliance with the MHSSA, and in alignment with Tri-City's MHSSA Project Plan as approved by MHSOAC.
- The MHSSA provides the following guidance on allowable costs:
 - o Personnel and/or peer support.
 - o Contractor, technical assistance, and other support.
 - o Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
 - o Facilities/Capital Outlay. Refer to Appendix 1 – Federal and State Guidance, for federal guidance on these types of expenditures.
 - o Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
 - Services provided on school campuses,

- Suicide prevention services
- Drop-out prevention services,
- Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school.
- Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services.
 - Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth.
- Sub-grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a Sub-grant.
- Sub-grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this Sub-grant.
- All expenditures must only support the program funded by the Sub-grant.

Data Collection and Reporting

- Sub-grantees are required to collect and report data twice a year.
- Tri-City will work with Sub-grantees to develop a calendar, tools, and templates to assist with collecting and reporting required data.

Mental Health Student Services Act Project

Sub-Grant Application Form

Applicant Information

Please complete the following information:

1. Entity

Name of agency/organization:

Website: Main Phone Number:

Address:

2. Main Contact

Full Name *(First, Last)*: Title/Position:

Email: Phone Number:

Mailing Address:

3. Authorized Representative

Full Name *(First, Last)*: Title/Position:

Email: Phone Number:

Mailing Address:

4. Which of the following systems is the applicant part of or associated with?

Please select all that apply:

- Bonita Unified School District
- Claremont Unified School District
- Pomona Unified School District
- The School of Arts and Enterprise
- Los Angeles County of Education
- Other *(Please provide name of affiliated system as applicable)*:

5. Which community(ies) will these MHSSA funds serve?

Please select all that apply.

- Pomona
- Claremont
- La Verne

Proposed Project

6. Please provide a description of the project/program that will be funded by this MHSSA Sub-grant.

How does it align with the purpose of the MHSSA program? What is the timeline? What and who are involved in implementation? Where will the project take place/where will the services be provided (e.g., on school campus)? *(Limit response to 1,000 characters)*

7. What need(s) does this proposed project address? *(Limit response to 1,000 characters)*

8. How will MHSSA Sub-grant funds be used?

E.g., Will these funds be used towards a personnel position, materials to provide support services, professional development, community education, etc.)? *(Limit response to 1,000 characters)*

9. How will youth and families (in particular “high risk” populations) in the Tri-City service area (Pomona, Claremont, and La Verne) benefit from what is being proposed?

(Limit response to 1,000 characters)

10. Which school level(s) will these Sub-grant funds be used for?

Please select all that apply:

- Pre-Kindergarten
- Elementary School
- Middle School
- High School
- College/University

11. Which "high-risk" population(s) will be the focus of these Sub-grant funds?

Please select all that apply:

- Foster youth
- Youth who identify as lesbian, gay, bisexual, transgender, or queer
- Youth who have been expelled or suspended from school
- Other (Please describe):

12. Which goal(s) of the MHSSA grant will these Sub-grant funds be used to achieve?

Please select all that apply:

- Preventing mental illnesses from becoming severe and disabling
- Improving timely access to services for underserved populations
- Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses
- Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services
- Reducing discrimination against people with mental illness
- Preventing negative outcomes in the targeted population, including, but not limited to:
 - Suicide and attempted suicide
 - Incarceration
 - School failure or dropout
 - Unemployment
 - Prolonged suffering
 - Homelessness
 - Removal of children from their homes
 - Involuntary mental health detentions

13. Which of the following support services will MHSSA Sub-grant funds be used to provide?

Please select all that apply:

- Services provided on school campuses, to the extent practicable
- Suicide prevention services
- Drop-out prevention services
- Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
- Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services

14. How (if at all) will MHSSA funds be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth?

(Limit response to 1,000 characters)

Financial Information

15. What is the total Sub-grant amount requested?

16. What is the budget amount for the proposed project?

17. Please provide a project budget and budget narrative.

(Include as an attachment to this application.)

18. Please provide a W-9 for the applicant entity.

(Include as an attachment to this application.)

Certification

By submitting this application, Sub-grantees agree to fulfill requirements of MHSSA Sub-grant disbursement including:

- MHSSA Sub-grant funds may be used to supplement, but not supplant, existing financial and resource commitments of county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.
- Potential MHSSA Sub-grantees must complete the MHSSA Sub-grant application.
- Each selected organization as a MHSSA Sub-grantee must enter into a memorandum of understanding/agreement with Tri-City Mental Health Authority to receive MHSSA grant funds.
- Each MHSSA Sub-grantee must collect and track required data and complete semi-annual (twice a year) reports to be submitted to Tri-City for transmission to MHSOAC.
- Each MHSSA Sub-grantee must complete and submit quarterly invoices accompanied by financial reports.
- Each MHSSA Sub-grantee must participate in quarterly check-in meetings with Tri-City staff to discuss challenges, address financial issues, etc.
- Each MHSSA Sub-grantee must participate in grant partner meetings to share updates and engage with other MHSSA collaborators on how to better serve community youth.

I have read, acknowledge, and agree to fulfilling the above requirements.

Signature

Applicant Authorized Representative

Print Name: Title/Position:

Signature: Date:

To be signed by the Applicant Authorized Representative.

Mental Health Student Services Act Project

Sub-Grant Application Review and Scoring

Applications will first be separated into two categories: school partners and non-school partner organizations. Priority will be given to school partners based on the purpose of the MHSSA grant and Tri-City's specific project. School partner applications will be reviewed, scored, and ranked first (from highest score to lowest score). Sub-grant funds will be awarded starting with the highest score and continuing in rank until all eligible school partner applicants receive an award.

Once all school partner applications have been reviewed, scored, and ranked, and sub-grant funds are still available, Tri-City will go through the same review, score, and rank process with non-school partner applications to determine remaining sub-grant awards.

Applications will be reviewed and scored based on completeness and the Applicant's response to each prompt. Applicants that meet the threshold of scoring at least 60% of the available points are eligible to receive a sub-grant. Points will be assigned based on responses meeting MHSSA project requirements, including the quality of items asked for in the prompts. The more complete the response, the more points will be awarded up to the total point designated for each question.

Application Scoring Criteria				
Response does not address the question	Response is partially complete including reasonableness (less than 30%)	Response is partially complete including reasonableness (30% - less than 50%)	Response is partially complete including reasonableness (50% - 90%)	Response is fully complete including reasonableness (90%+)
0% of available points	25% of available points	50% of available points	75% of available points	100% of available points

Scoring			
Section	Question	Scoring content	Points
Applicant information			
1	Main contact	Complete	Pass/Fail
2	Authorized representative	Complete	Pass/Fail
3	Entity	Complete	Pass/Fail
4	Associated system(s)	Complete	Pass/Fail
5	Community(-ies) served	Complete	Pass/Fail
Proposed project description			
6	Proposed project description	Alignment with MHSSA program purpose; project timeline; people involved in implementation; location(s) of project and services	10
7	Need	Description of problem being addressed	10

8	Use of MHSSA sub-grant funds	Allowable costs	10
9	Benefit to ["high-risk"] youth and families	Impact of project and services	10
10	School level(s)	Complete	Pass/Fail
11	"High risk" population(s) focus	Complete	Pass/Fail
12	Goals	Complete	Pass/Fail
13	Support services	Complete	Pass/Fail
14	Other response strategies	Additional information about meeting children and youth mental health needs as necessary	10
Financial information			
15	Sub-grant amount request	Complete	Pass/Fail
16	Proposed project budget amount	Complete	Pass/Fail
17	Project budget and narrative provided	Complete	Pass/Fail
18	W-9 provided	Complete	Pass/Fail
Certification			
19	MHSSA Sub-grant disbursement requirements	Complete	Pass/Fail
20	Authorized signature	Complete	Pass/Fail
Total possible points			50
Points to be eligible for a Sub-grant			30



Mental Health Student Support Services Act Project Summary

The Tri-City Mental Health Authority (Tri-City) Mental Health Student Support Services Act Project (MHSSA Project) aims to increase access to collaborative, coordinated, culturally-relevant, family driven, community and school-based services to high-risk youth in Pomona, Claremont, and La Verne. Project goals include:

- Increasing service provision for children, youth, and young adults;
- Improving behavioral and physical health and functioning for individuals served;
- Providing person- and family-centered, trauma-informed care;
- Optimizing all available funding/support sources to facilitate clients' positive outcomes; and
- Maximizing behavioral health and school personnel workforce's clinical capacity and culturally relevant competencies.

The MHSSA Project will support youth and family recovery, assist clients with obtaining mental health services, and create rapid access-to-care pipelines and linkages to available resources. Project personnel will provide triage services to determine the appropriate level of care, connect with providers, and complete referrals as necessary. Tri-City will provide youth with mental health services on school campuses in early intervention, suicide prevention, drop-out prevention, evidence-based mental health practices, and the development and coordination of service plans to address ongoing needs.

MHSSA grant funds will be used to strengthen partnerships with local school districts (Pomona Unified, Claremont Unified, Bonita Unified), charter school (The School of Arts and Enterprise), higher education, law enforcement, health providers, and community agencies to leverage resources that help students succeed. This MHSSA Project partnership will create a more accessible and inclusive mental health system rooted in youth-centered planning and cultural understanding, competency, and compassion; it will remove discriminatory barriers and incorporate accommodating and uplifting approaches to care. Project staff will provide mental health care services tailored to an individual's identity, culture, and lived experience. This MHSSA Project will improve timely access to services for underserved populations and high-risk youth and young adults that include foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school.

Tri-City's MHSSA Project services and activities include:

- The creation of a short screening tool for partners and community members to identify at-risk youth who could benefit from early intervention;
- Offers and linkages to therapeutic outpatient services;
- Case management;
- Prevention and early intervention;
- A community-wide campaign to increase mental health awareness, to reduce discrimination against people with mental illness, and to end mental health stigma; and
- Training for MHSSA Project staff and members of the community to recognize signs of mental illness and substance use disorders, to provide initial support to youth who may be experiencing a problem, and to help connect them to appropriate care.



HOPE. WELLNESS. COMMUNITY.

Let's find it together.

Founded in 1960
by the residents
of Pomona,
Claremont and La
Verne.

www.tricitymhs.org

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND

DATED

July 1, 2023

Administrative Office

1717 North Indian Hill
Boulevard, Suite B
Claremont, CA 91711
Phone (909) 623-6131
Fax (909) 623-4073

Clinical Office / Adult

2008 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 865-9281

Clinical Office / Child & Family

1900 Royalty Drive, Suite 180
Pomona, CA 91767
Phone (909) 766-7340
Fax (909) 865-0730

MHSA Administrative Office

2001 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 326-4690

Wellness Center

1403 North Garey Avenue
Pomona, CA 91767
Phone (909) 242-7600
Fax (909) 242-7691

ATTACHMENT 6-C

TABLE OF CONTENTS

	<u>Section Page</u>
1. Parties and Date.	1
2. Independent Contractor (Sub-Grantee).	1
3. Scope of Services.	1
4. Performance of Services.	1
5. Subcontractors.	2
6. Time and Location of Work.	2
7. Terms.	2
8. Termination.	2
9. Sub-Grant Funding.	2
10. Licenses.	4
11. Proprietary Information.	4
12. Reports and Data Collection.	4
13. Audits.	5
14. Conflict of Interest.	5
15. General Terms and Conditions.	5
a. Indemnity.	5
b. Insurance.	5
c. Prevailing Wages.	6
d. Non-Discrimination and Equal Employment Opportunity.	6
e. Prohibition on Assignment.	6
f. Changes to the Agreement.	6
g. Business Associate Agreement.	7
h. Contractor Attestation.	7
i. No Use of Names.	7
j. Governing Law, Jurisdiction, and Venue.	7
16. Representative and Notice.	7
17. No Intent To Create A Third Party Beneficiary Contract.	8
18. Exhibits.	8
19. Effective Date.	8
20. Entire Agreement.	8
21. Severability.	9
22. Waiver.	9
23. Execution.	9

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of July 1, 2023 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA” or “Grantee”) and _____ incorporated under the laws of the State of California and having its place of business at _____ (hereinafter “Contractor” or “Sub-Grantee”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. INDEPENDENT CONTRACTOR (SUB-GRANTEE)

The express intention of the Parties is that Sub-Grantee _____ is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Sub-Grantee and TCMHA or any employee or agent of Sub-Grantee. At all times Sub-Grantee shall be an independent contractor and shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA; and that Contractor desires to perform and assume responsibility for the provision of certain services required by TCMHA on the terms and conditions set forth in this Agreement.

3. SCOPE OF SERVICES

Contractor shall provide services as indicated under the Sub-Grantee’s Application for MHSSA Project funds, attached and incorporated hereto as ‘Exhibit A’; and in support of the Mental Health Student Services Act (MHSSA) Project Grant from the California Mental Health Services Oversight and Accountability Commission (MHSOAC), which TCMHA is a Grantee (Agreement No. 21MHSOAC061), to provide increased access to mental health services in locations that are easily accessible to students and their families, as set forth under the Welfare and Institutions Code (WIC) Section 5886 *et seq.*, and the federal requirements identified in the Request for Application (RFA) in Appendix 1, Federal and State Guidance, incorporated by reference to this Agreement. Contractor affirms that it has the appropriate experience and expertise to undertake the services and has agreed to undertake the services pursuant to this Agreement and to the best of its ability.

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to TCMHA under this Agreement without

the expressed written permission of TCMHA. Contractor warrants that it is not a party to any other existing agreement, which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor's ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

5. SUBCONTRACTORS

Contractor shall not subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of TCMHA.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner and time frame pursuant to this Agreement.

7. TERMS

The services and/or materials furnished under this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided under Section 8 below; or renewed subject to an amendment to this Agreement. Contractor shall complete the Services within the term of this Agreement, and shall encumber Sub-grant funds by June 30, 2026 and expend it by September 30, 2026; and shall meet any other established requirements, schedules and deadlines, as indicated under 'Exhibit A.'

8. TERMINATION. This Agreement may be terminated only as follows:

a. Written Election. TCMHA may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other Party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive funding for services/work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product, if any, to TCMHA, and a final invoice which shall be consistent with all work performed up to the date of termination.

9. SUB-GRANT FUNDING

a. TCMHA shall award Contractor the amount of _____ for up to a three-year grant cycle with funds allocated in quarterly payments. An invoice shall be submitted quarterly describing 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. TCMHA shall pay Contractor within thirty (30) days following receipt of invoice and completion/delivery of services/goods as stated under Sections 3 of this Agreement, and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which Contractor operates.

b. Sub-grant funds must be used as proposed in the Sub-grant application, attached hereto as 'Exhibit A', in compliance with the MHSSA, and in alignment with TCMHA's MHSSA Project Plan as approved by MHSOAC. The MHSSA provides the following guidance on allowable costs:

- i.** Personnel and/or peer support.
- ii.** Contractor, technical assistance, and other support.
- iii.** Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
- iv.** Facilities/Capital Outlay. Refer to Appendix 1 – Federal and State Guidance, for federal guidance these types of expenditures.
- v.** Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
 - Services provided on school campuses
 - Suicide prevention services
 - Drop-out prevention services
 - Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school
 - Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
- vi.** Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth.

c. Sub-grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a Sub-grant.

d. Sub-grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this Sub-grant. All expenditures must only support the program funded by the Sub-grant.

e. Unspent Sub-grant funds and unspent accumulated interest, held by the Contractor, will be monitored and may be returned to TCMHA unless there is an approved plan to fully expend these amounts. Contractor must inform TCMHA of any unspent funds as soon as possible or at least six months before the close of the Sub-grant term.

f. Undisbursed grant funds held by TCMHA, may result in a reduction of Sub-grant funding unless there is an approved plan to fully expend these amounts.

g. TCMHA may withhold funds from Contractor if fails to meet the reporting requirements, falls behind schedule, has unexpended funds, provides incomplete goods/services, or modifies the scope of the project. If Contractor finds itself in this position, the Contractor shall immediately contact TCMHA and provide a mitigation plan to address the contractual project deficiency. TCMHA may withhold funds until an agreed upon mitigation plan is submitted and accepted by TCMHA. If a mitigation plan is not submitted or if it has not been accepted, TCMHA reserves the right to reduce the funding by the amount of any unexpended funds.

h. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement.

i. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the grant for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to Contractor.

10. LICENSES

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

11. PROPRIETARY INFORMATION

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to TCMHA and employees of TCMHA, without written approval by Executive Director of TCMHA, either during or after its engagement with TCMHA, unless and until such Proprietary Information has become public knowledge without fault by the Contractor.

12. REPORTS AND DATA COLLECTION

Contractor shall collect and report data twice a year pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. TCMHA will work with Contractor to develop a calendar, tools, and templates to assist with collecting and reporting the required data.

13. AUDITS

Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by TCMHA to assure proper accounting for all

project Sub-grant funds. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of five (5) years after the Agreement expires, unless the firm is notified in writing by TCMHA of the need to extend the retention period.

14. CONFLICT OF INTEREST

Contractor hereby certify that to the best of their knowledge or belief, no elected/appointed official or employee of TCMHA is financially interested, directly or indirectly, in the provision of goods/services specified in this Agreement. Furthermore, Contractor represents and warrants to TCMHA that it has not employed or retained any person or company employed by TCMHA to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the grant award under this Agreement.

15. GENERAL TERMS AND CONDITIONS.

a. Indemnity. Contractor shall, at its sole cost and expense, indemnify, defend and hold harmless TCMHA, its elective and appointive officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitees" in this Subsection (a) of Section 15), from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage of any nature (collectively "Claims"), in law or in equity, whether actual, alleged or threatened, caused by or arising out of, in whole or in part, the acts or omissions of Contractor, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees, directors, agents or employees (or any entity or individual that Contractor shall bear the legal liability thereof), (collectively "Contractor Indemnitors" in this Subsection (a) of Section 15), including the Contractor Indemnitors' active or passive negligence, recklessness or willful misconduct in the performance of this Agreement, except as for Claims arising from the sole negligence or willful misconduct of TCMHA Indemnitees. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless TCMHA, or any TCMHA Indemnitees, from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with TCMHA, at Contractor's expense, certificates of insurance providing the following insurance before commencing any services under this Agreement as follows:

i. Workers Compensation Insurance: Minimum statutory limits.

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

iii. Notice Of Cancellation: TCMHA requires, and Contractor shall provide TCMHA with, 30 days' written notice of cancellation. Additionally, the notice statement on the

certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

iv. Waiver of Subrogation: Each insurance policy required by this Agreement shall expressly waive the insurer's right of subrogation against TCMHA and its elected and appointive officials, officers, employees, agents, volunteers and contractors serving as TCMHA officers, officials or staff. Contractor hereby waives all rights of subrogation against TCMHA.

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

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

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

c. Prevailing Wage Rates. In the performance of this Agreement, Contractor shall adhere to the Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment. Any classification omitted herein shall be paid not less than the prevailing wage scale as established for similar work in the particular area, and all overtime shall be paid at the prevailing rates as established for the particular area. Sunday and holiday time shall be paid at the wage rates determined by the Director of Industrial Relations. The current prevailing wage rates as adopted by the Director are available at the office of the Board of Supervisors, Room 383, Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012.

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

e. Prohibition on Assignment. This Agreement shall not be assigned or transferred without advance written consent of TCMHA.

f. Changes to the Agreement. No changes or variations of any kind are authorized without the written consent of TCMHA's Executive Director. This Agreement may only be

amended by a written instrument signed by both Parties. The Contractor agrees that any written change or changes in funding after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

g. Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to perform services as indicated in the Sub-Grantee's Application for MHSSA Project funds ('Exhibit A'). Contractor is required to appropriately safeguard the PHI disclosed to Contractor. In accordance with TCMHA's policies and procedures, Contractor will sign a *Business Associate Agreement*, attached and incorporated hereto as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

h. Contractor Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that Contractor certify that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, attached and incorporated hereto as 'Exhibit C'. Contractor agrees that Contractor shall comply with this requirement.

i. Non-Use of Names. Except as required by applicable law, neither Party shall use the name of the other Party, of the other Party's officials, employees, volunteers, or independent contractors acting as that Party's official, in any publicity without the prior written permission of the Party whose name is to be used.

j. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Except that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement. The Parties agree that venue of any action that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved exclusively in a superior court or federal court in the County of Los Angeles, California.

16. REPRESENTATIVE AND NOTICE

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

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

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

If to TCMHA:

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

If to Contractor:

Agency/Company Name:
 Address:
 City:
 Attn:

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

17. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the Parties do not in any way intend that any person shall acquire any rights as a third Party beneficiary of this Agreement; and no third Party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

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

- a. Exhibit A: Sub-Grantee Application
- b. Exhibit B: Business Associate Agreement
- c. Exhibit C: Contractor’s Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

19. EFFECTIVE DATE

This Agreement shall become effective upon (a) its approval and execution by Contractor; and (b) its approval and execution by TCMHA.

20. ENTIRE AGREEMENT

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and TCMHA relating to the subject matter of this Agreement.

21. SEVERABILITY

The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement.

22. WAIVER

No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

23. EXECUTION

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

GRANTEE

SUB-GRANTEE:

TRI-CITY MENTAL HEALTH AUTHORITY

CONTRACTOR

By: _____
Rimmi Hundal, Executive Director

By: _____

Attest:

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

Approved as to Form and Content:
RICHARDS WATSON & GERSHON LAW

By: _____
Steven L. Flower, General Counsel

EXHIBIT A

SUB-GRANTEE APPLICATION

DRAFT

EXHIBIT B**BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 1st day of July, 2023 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and _____ (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

AGREEMENT**I. Definitions.**

A. **Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

B. **Business Associate** shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

C. Consumer is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

D. Covered Entity shall have the meaning given to such term under 45 C.F.R. § 160.103.

E. Data Aggregation shall have the meaning given to such term under 45 C.F.R. § 164.501.

F. Designated Record Set shall have the meaning given to such term 45 C.F.R. § 164.501.

G. Electronic Protected Health Information or EPHI means Protected Health Information that is maintained in or transmitted by electronic media.

H. Electronic Health Record shall have the meaning given to such term under 42 U.S.C. § 17921(5).

I. Health Care Operations shall have the meaning given to such term under 45 C.F.R. § 164.501.

J. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

K. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

L. Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

M. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

N. Subcontractor shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

O. Unsecured PHI shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“Secretary”).

II. Obligations of Business Associate.

A. Permitted Access, Use or Disclosure. BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

B. Prohibited Uses and Disclosures. Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

C. Appropriate Safeguards. BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

D. Reporting of Improper Access, Use, or Disclosure.

1. Generally. BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any

action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

2. Breaches of Unsecured PHI. Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

3. Mitigation. BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

E. Business Associate's Subcontractors and Agents. BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

F. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

G. Amendment of PHI. To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

H. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

I. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

J. Minimum Necessary. BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE's minimum necessary policies and procedures as furnished to BA.

K. Permissible Requests by Covered Entity. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

L. Breach Pattern or Practice. If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

III. Indemnification; Limitation of Liability. To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

IV. Business Associate's Insurance. BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance, and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

V. Term and Termination.

A. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

B. Termination.

1. Material Breach by BA. Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

2. Effect of Termination. Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

VI. Assistance in Litigation. BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

VII. Compliance with State Law. Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

VIII. Compliance with 42 C.F.R. Part 2. CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

IX. Amendment to Comply with Law. Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into

negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

X. No Third-Party Beneficiaries. Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

XI. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

If to CE:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711
Attn: Privacy Officer

If to BA:

Agency/Company Name
Address
City
Attn:

With a copy to:

Hooper, Lundy & Bookman, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Linda Kollar, Esq.
Fax: 310-551-8181

or to such other persons or places as either party may from time to time designate by written notice to the other.

XII. Interpretation. The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

XIII. Entire Agreement of the Parties. This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either

party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

XIV. Regulatory References. A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

XV. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

Name of Business Associate

Authorized Signature

Authorized Signature

RIMMI HUNDAL

Print Name

Print Name

EXECUTIVE DIRECTOR

Print Title

Print Title

Date

Date

EXHIBIT C

CONTRACTOR'S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor's Name

Last

First

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

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

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

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

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

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

Date

Contractor or Vendor's Name

Contractor or Vendor's Signature

Rimmi Hundal, Executive Director

Date

TCMHA Executive Official's Name

TCMHA Executive Official's Signature

DISTRIBUTION:

ORIGINAL

- COPIES: HR Representative
- Contractor
- Finance



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

DATE: June 21, 2023
TO: Governing Board of Tri-City Mental Health Authority
FROM: Rimmi Hundal, Executive Director
SUBJECT: Executive Director's Monthly Report

CARE COURT

On June 12th, the Chief Clinical Officer of Tri-City and I met with the L.A. County CEO's office, L.A. County Department of Mental Health (DMH), City of Claremont and City of La Verne to discuss the implementation of Care Court. We are now waiting to hear back from DMH to confirm whether Tri-City will make referrals to DMH or petition CARE Court directly. If it is determined that Tri-City makes the referrals to DMH, then we will develop the referral workflow in partnership with DMH. We are scheduled to meet again in September to further streamline the process.

IT UPDATES

Since, the last Governing Board meeting the team successfully completed two key projects:

1. The transition of staff individual file storage to OneDrive, Microsoft's cloud-based storage system, which has enhanced data accessibility, security, and scalability.
2. The team upgraded all agency desk phones to our new, standard model. This will allow us to standardize both the hardware staff use across the agency as well as allow for a uniform and simplified paging method, should the need arise, for both local and emergency paging broadcasts.

HUMAN RESOURCES

Staffing – Month Ending May 2023:

- Total Staff is 207 full-time and 7 part-time plus 35 full-time vacancies 3 part-time vacancies for a total of 247 positions.
- There were 4 new hires in May 2023.
- There were 4 separations in May 2023.

Governing Board of Tri-City Mental Health Authority
Monthly Staff Report of Rimmi Hundal
June 21, 2023
Page 2

Workforce Demographics in May 2023:

- American Indian or Alaska Native = 0.47%
- Asian = 9.81%
- Black or African American = 7.94%
- Hispanic or Latino = 56.54%
- Native Hawaiian or Other Pacific Islander = 0.47%
- Other = 8.88%
- Two or more races = 1.87%
- White or Caucasian = 14.02%

PositionS Posted in May 2023:

- Administrative Assistant – MHSA (1 FTE)
- Clinical Supervisor – Wellness Center (1 FTE) *1 hire pending*
- Clinical Therapist I/II – Child & Family (1 FTE)
- Clinical Therapist II – PACT (1 FTE)
- Clinical Wellness Advocate I/II/III (1.5 FTEs)
- Clinical Wellness Advocate I - Innovation (1 FTE)
- Community Navigator (2 FTEs)
- Mental Health Specialist – Adult FSP (1 FTE)
- Mental Health Worker (1 FTE) *1 hire pending*
- MHSA Projects Manager (1 FTE) *1 hire pending*
- Program Support Assistant I/II (3 FTEs) *2 hires pending*
- Program Support Assistant II – Crisis Support (1 FTE)
- Program Support Assistant I-IV Access to Care (1 FTE)
- Program Support Supervisor (1 FTE)
- Psychiatrist I/II (1.5 FTEs) *1 hire pending*
- Quality Improvement Specialist II (1 FTE)
- Senior Mental Health Specialist – Housing (1 FTE)

COVID-19 Update:

As May 31, 2023, Tri-City staff have a vaccination compliancy rate of 86.91% with a vaccination booster compliancy rate of 94.62%.



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

DATE: June 21, 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 TEN MONTHS ENDED APRIL 30, 2023 (2023 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the ten months ended April 30, 2023. 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 \$5.5 million. MHSA operations accounted for approximately \$5.7 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 \$10.2 million in MHSA funding has been received of which \$3.1 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 \$16.4 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The decrease in net position of approximately \$223 thousand is from Clinic outpatient operations, which is the result of operations for the ten months ended April 30, 2023 which includes one-time payments made at the beginning of the year.

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of Diana Acosta
June 21, 2023
Page 2

The total cash balance at April 30, 2023 was approximately \$39.4 million, which represents a decrease of approximately \$900 thousand from the June 30, 2022 balance of approximately \$40.3 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$939 thousand primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately \$1.8 million, after excluding intercompany receipts or costs resulting from clinic operations. Total decrease in MHSA cash reflects the receipt of approximately \$10.2 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$6.4 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the ten months ended April 30, 2023. An additional \$2.0 million has been received through June 15, 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.

As the Executive Director has previously mentioned in her staff report, the Governor has announced a proposed ballot measure that would dramatically alter MHSA funding and how Counties, along with Tri-City, would be required to utilize it. Although Management is closely following this proposal, its development, and potential requirements that come with it, as of today we are still compelled to follow the existing legislative requirements of MHSA law as it exists today.

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. Rates have now been set by the State and thus provided to the Counties. LA DMH has since provided all of their providers rates which will be effective July 1, 2023. Tri-City, along with all providers in LA County, are awaiting new contracts/amendments and final instructions on billing mechanics. Necessary changes that will need to be applied to our EHR in order to bill properly as of the effective date are in draft form and are now being tested. Management is awaiting certain system enhancements from our HER that are not expected to be available until after the implementation date. Although the pending system enhancements will delay our

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of Diana Acosta
June 21, 2023
Page 3

ability to bill, it will not prevent us from capturing the underlying billable data and as such as soon as the necessary enhancements are made and tested, billing will proceed as usual. As always, Management will continue to keep the Board informed of progress or any changes we may see along the way.

MHSA Funding Updates:

Estimated Current Cash Position – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the ten months ended April 30, 2023.

	MHSA
Cash at April 30, 2023	\$ 30,744,557
Receivables net of Reserve for Cost Report Settlements	1,677,927
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2022-23	(2,498,624) **
Reserved for future CFTN Projects including approved TCG Project	(3,229,299)
Total Estimated Adjustments to Cash	<u>(6,249,996)</u>
Estimated Available at June 30, 2023	<u><u>\$ 24,494,561</u></u>
Estimated remaining MHSA funds to be received in FY 2022-23	\$ 6,290,438

* 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.

Based on prior estimates disclosed by CBHDA, the amount of MHSA funds projected to be collected in Fiscal year 2022-23 were expected to be in line with what was just collected in the prior year (FY 21-22). As such the Fiscal Year 2022-23 Operating budget reflected 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. As of March of 2023 MHSA collections to date are \$9.6 million

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of Diana Acosta
June 21, 2023
Page 4

and expected to reach \$12.2 million an average of 25% less than the prior year or closer to the original estimate of \$11.2.

Based on the recent announcement that tax filings are delayed until October of 2023, for individuals living in Counties who experienced weather related States of Emergency, the latest projections indicate that MHSA receipts may be as low as \$12.2 million for fiscal year 2022-23. Just like we experienced in fiscal year 2019-20, cash receipts are anticipated to decrease significantly for the remainder of the fiscal year while a significant increase in cash receipts will occur in fiscal year 2023-24.

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>
* Updated Funding Estimates for FY 2022-23	12,519,290	3,129,822	823,638	-	-	16,472,750
Original 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

* These amounts were estimated prior to winter storms in December of 2022. The most recent updates as of March of 2023, total actual collections will be closer to \$12.2 million.

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.

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of Diana Acosta
June 21, 2023
Page 5

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.

The following tables are **excerpts** from DHCS’s annual reversion report received by Tri-City on March 16, 2023 based on the fiscal year 2021-22 Annual Revenue and Expense Report (ARER):

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	13,252,035	51,844,608
Expended in:						
2017-18	-					-
2018-19	939,014	-				939,014
2019-20	7,737,834	1,290,269	-			9,028,103
2020-21		7,507,645	3,546,924	-		11,054,569
2021-22			5,746,558	3,676,533	-	9,423,091
2022-23 **				8,147,796	4,137,023	12,284,819
2023-24					-	-
Total Expended	8,676,848	8,797,914	9,293,482	11,824,329	4,137,023	42,729,596
Unspent Balance	-	-	-	-	9,115,012	9,115,012

**=Planned Expenditures based on approved MHSA Plan

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	2,173,110	2,948,240	3,311,501	12,697,963
Expended in:						
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			426,126	1,309,696	-	1,735,822
2022-23 **				1,638,544	582,962	2,221,506
2023-24					-	-
Total Expended	2,145,788	2,119,324	2,173,110	2,948,240	582,962	9,969,424
Unspent Balance	-	-	-	-	2,728,539	2,728,539

**=Planned Expenditures based on approved MHSA Plan

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of Diana Acosta
June 21, 2023
Page 6

The following table was copied directly from latest information provided from DHCS
INN reversion waterfall analysis

INN	Reallocated		FY 18-19	FY 19-20	FY 20-21	FY 21-22	
	AB 114	FY 17-18					
Encumbered Unspent Funds ³	799,187	302,889	580,471	550,879	784,114	245,707	
Unencumbered Unspent Funds ⁴	-	-	-	-	-	628,829	
Unspent Balance	799,187	302,889	580,471	550,879	784,114	874,536	
Encumbered Funds Starting Balance →	799,187	302,889	580,471	550,879	784,114	245,707	
Applied Expenditure ↓							Applied Expenditure ↓
FY 15-16							-
FY 16-17							-
FY 17-18	304,376	-					304,376
FY 18-19	131,206	-					131,206
FY 19-20	355,393	-					355,393
FY 20-21	8,212	-					8,212
FY 21-22	-	302,889	25,035	-	-	-	327,924
FY 22-23	-	-	TBD	TBD	TBD	TBD	-
Encumbered Unspent Balance →	-	-	555,436	550,879	784,114	245,707	

FACILITIES DEPARTMENT

The Community Garden Upgrades:

A contract for the completion of this project has now been approved and was awarded during the March 15, 2023 Governing Board Meeting. This project is targeted to be substantially complete closer to the end of the summer with the exception of some phases that may experience delays as a result of lead times and availability of materials required for the project. However, pleased to announce that construction broke ground on Wednesday, May 10, 2023 continual progress is being made. Staff have expressed their excitement about the progress and the project in general and look forward to seeing its completion.

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 we have received plan check corrections and have re-submitted plans to the City. The next phase will be soliciting contractors through an RFP process. Target date of project completion will be closer to end of calendar year 2023.

Attachments

Attachment 8-A: April 30, 2023 Unaudited Monthly Financial Statements

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

	AT APRIL 30, 2023			AT JUNE 30, 2022		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
Current Assets						
Cash	\$ 8,678,767	\$ 30,744,557	\$ 39,423,325	\$ 8,386,759	\$ 31,504,790	\$ 39,891,549
Accounts receivable, net of reserve for uncollectible accounts \$725,144 at April 30, 2023 and \$619,443 at June 30, 2022	4,500,003	4,414,534	8,914,537	5,136,408	3,180,707	8,317,115
Total Current Assets	<u>13,178,770</u>	<u>35,159,091</u>	<u>48,337,862</u>	<u>13,523,167</u>	<u>34,685,497</u>	<u>48,208,664</u>
Property and Equipment						
Land, building, furniture and equipment	3,819,616	9,787,643	13,607,259	3,828,354	9,742,614	13,570,969
Accumulated depreciation	(2,740,252)	(4,474,540)	(7,214,792)	(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	(977,733)	-	(977,733)	(679,424)	-	(679,424)
Total Property and Equipment	<u>1,854,974</u>	<u>5,313,104</u>	<u>7,168,078</u>	<u>2,255,500</u>	<u>5,604,404</u>	<u>7,859,904</u>
Other Assets						
Deposits and prepaid assets	139,575	315,128	454,703	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>1,994,549</u>	<u>8,428,232</u>	<u>10,422,781</u>	<u>2,293,622</u>	<u>8,912,863</u>	<u>11,206,485</u>
Total Assets	<u>15,173,320</u>	<u>43,587,323</u>	<u>58,760,643</u>	<u>15,816,789</u>	<u>43,598,360</u>	<u>59,415,149</u>
Deferred Outflows of Resources						
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>
Total Assets and Deferred Outflows of Resources	<u>\$ 18,030,988</u>	<u>\$ 43,587,323</u>	<u>\$ 61,618,311</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>
LIABILITIES						
Current Liabilities						
Accounts payable	388,057	3,532	391,589	274,821	24,000	298,821
Accrued payroll liabilities	627,908	-	627,908	133,589	166,355	299,944
Accrued vacation and sick leave	597,520	1,044,925	1,642,446	619,557	1,052,384	1,671,941
Deferred revenue	183,311	-	183,311	41,584	-	41,584
Reserve for Medi-Cal settlements	3,337,751	2,736,607	6,074,357	3,482,631	2,894,431	6,377,063
Current portion of lease liability	59,662	-	59,662	357,971	-	357,971
Total Current Liabilities	<u>5,194,209</u>	<u>3,785,065</u>	<u>8,979,273</u>	<u>4,910,153</u>	<u>4,137,171</u>	<u>9,047,324</u>
Intercompany Acct-MHSA & TCMH	34,981	(34,981)	-	740,003	(740,003)	-
Long-Term Liabilities						
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	-	8,212,060	8,212,060	-	1,027,955	1,027,955
Total Long-Term Liabilities	<u>3,018,672</u>	<u>8,241,495</u>	<u>11,260,167</u>	<u>3,018,672</u>	<u>1,057,390</u>	<u>4,076,062</u>
Total Liabilities	<u>8,247,862</u>	<u>11,991,579</u>	<u>20,239,441</u>	<u>8,668,828</u>	<u>4,454,558</u>	<u>13,123,386</u>
Deferred Inflow of Resources						
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>
NET POSITION						
Invested in capital assets net of related debt	1,079,364	5,283,669	6,363,033	1,181,581	5,574,969	6,756,550
Restricted for MHSA programs	-	26,282,641	26,282,641	-	20,249,230	20,249,230
Unrestricted	6,693,604	29,435	6,723,039	6,813,891	29,435	6,843,326
Total Net Position	<u>7,772,969</u>	<u>31,595,744</u>	<u>39,368,713</u>	<u>7,995,472</u>	<u>25,853,634</u>	<u>33,849,106</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 18,030,988</u>	<u>\$ 43,587,323</u>	<u>\$ 61,618,311</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
TEN MONTHS ENDED APRIL 30, 2023 AND 2022

	PERIOD ENDED 4/30/23			PERIOD ENDED 4/30/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 2,307,904	\$ 3,323,581	\$ 5,631,485	\$ 2,829,730	\$ 2,385,174	\$ 5,214,905
Medi-Cal FFP FYE Prior Year	295,388	310,501	605,889	15,205	45,779	60,984
Medi-Cal SGF-EPSDT	607,502	780,612	1,388,114	640,106	569,656	1,209,761
Medi-Cal SGF-EPSDT Prior Year	109,890	116,587	226,477	35,501	19,746	55,246
Medicare	14,449	4,389	18,838	10,087	4,508	14,595
Contracts	15,000	24,796	39,796	17,500	23,892	41,392
Patient fees and insurance	858	181	1,040	933	188	1,120
Rent income - TCMH & MHSA Housing	9,240	54,686	63,926	10,976	62,238	73,214
Other income	624	237	861	718	267	984
Net Operating Revenues	3,360,856	4,615,569	7,976,425	3,560,756	3,111,446	6,672,202
OPERATING EXPENSES						
Salaries, wages and benefits	6,537,679	12,267,502	18,805,181	6,599,760	9,724,941	16,324,701
Facility and equipment operating cost	496,791	1,014,006	1,510,797	706,460	1,158,146	1,864,606
Client lodging, transportation, and supply expense	89,991	460,925	550,916	164,210	593,630	757,840
Depreciation & amortization	235,057	534,040	769,098	138,508	356,057	494,565
Other operating expenses	476,904	1,543,253	2,020,157	529,392	1,026,326	1,555,718
Total Operating Expenses	7,836,422	15,819,727	23,656,149	8,138,330	12,859,099	20,997,429
OPERATING (LOSS) (Note 1)	(4,475,566)	(11,204,158)	(15,679,724)	(4,577,574)	(9,747,652)	(14,325,227)
Non-Operating Revenues (Expenses)						
Realignment	3,833,965	-	3,833,965	3,841,255	-	3,841,255
Contributions from member cities & donations	26,561	-	26,561	70,236	-	70,236
MHSA funds	-	16,352,860	16,352,860	-	11,870,954	11,870,954
Grants and Contracts	299,005	-	299,005	397,731	-	397,731
Interest Income	93,532	593,408	686,940	13,220	62,888	76,108
Interest expense	-	-	-	(11,840)	-	(11,840)
Gain/(Loss) on disposal of assets	-	-	-	(1,464)	(1,064)	(2,528)
Total Non-Operating Revenues (Expense)	4,253,063	16,946,268	21,199,331	4,309,138	11,932,778	16,241,916
INCOME (LOSS)	(222,503)	5,742,110	5,519,606	(268,436)	2,185,126	1,916,690
INCREASE (DECREASE) IN NET POSITION	(222,503)	5,742,110	5,519,606	(268,436)	2,185,126	1,916,690
NET POSITION, BEGINNING OF YEAR	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
NET POSITION, END OF MONTH	\$ 7,772,969	\$ 31,595,744	\$ 39,368,713	\$ 4,519,195	\$ 27,053,612	\$ 31,572,807

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

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
TEN MONTHS ENDED APRIL 30, 2023 AND 2022

	PERIOD ENDED 4/30/23			PERIOD ENDED 4/30/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 3,167,619	\$ 3,326,606	\$ 6,494,224	\$ 3,963,910	\$ 3,726,288	\$ 7,690,198
Cash payments to suppliers and contractors	(1,185,972)	(3,022,797)	(4,208,768)	(1,727,584)	(2,728,829)	(4,456,413)
Payments to employees	(6,065,395)	(12,441,317)	(18,506,712)	(6,979,008)	(9,538,375)	(16,517,384)
	<u>(4,083,748)</u>	<u>(12,137,508)</u>	<u>(16,221,256)</u>	<u>(4,742,682)</u>	<u>(8,540,917)</u>	<u>(13,283,599)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	10,182,312	10,182,312	-	14,335,214	14,335,214
CalHFA-State Administered Projects	-	64,485	64,485	-	110	110
Realignment	4,492,187	-	4,492,187	3,841,255	-	3,841,255
Contributions from member cities	26,561	-	26,561	70,236	-	70,236
Grants and Contracts	482,932	-	482,932	417,420	-	417,420
	<u>5,001,681</u>	<u>10,246,797</u>	<u>15,248,478</u>	<u>4,328,911</u>	<u>14,335,324</u>	<u>18,664,235</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(12,007)	(65,264)	(77,271)	(89,419)	(236,261)	(325,680)
Principal paid on capital debt	-	-	-	(771,676)	-	(771,676)
Interest paid on capital debt	-	-	-	(11,840)	-	(11,840)
Intercompany-MHSA & TCMH	(705,022)	705,022	-	170,854	(170,854)	-
	<u>(717,029)</u>	<u>639,758</u>	<u>(77,271)</u>	<u>(702,080)</u>	<u>(407,115)</u>	<u>(1,109,195)</u>
Cash Flows from Investing Activities						
Interest received	94,520	526,210	620,730	14,953	69,385	84,338
	<u>94,520</u>	<u>526,210</u>	<u>620,730</u>	<u>14,953</u>	<u>69,385</u>	<u>84,338</u>
Net Increase (Decrease) in Cash and Cash Equivalents	295,423	(724,743)	(429,320)	(1,100,899)	5,456,678	4,355,779
Cash Equivalents at Beginning of Year	8,386,759	31,504,790	39,891,549	8,578,296	26,320,242	34,898,537
Cash Equivalents at End of Month	<u>\$ 8,682,181</u>	<u>\$ 30,780,048</u>	<u>\$ 39,462,229</u>	<u>\$ 7,477,397</u>	<u>\$ 31,776,919</u>	<u>\$ 39,254,316</u>
Cash from the Balance Sheet	<u>8,678,767</u>	<u>30,744,557</u>	<u>39,423,325</u>			
YTD Gain/(Loss) from GASB 31 Fair Market Value	<u>\$ (3,414)</u>	<u>\$ (35,491)</u>	<u>\$ (38,905)</u>			

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
TEN MONTHS ENDING APRIL 30, 2023
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	\$ 2,516,798	\$ 5,300,987	\$ (2,784,188)	\$ 3,624,406	\$ 4,880,771	\$ (1,256,364)	\$ 6,141,205	\$ 10,181,758	\$ (4,040,553)
Medi-Cal SGF-EPSDT	662,489	1,750,369	(1,087,880)	851,267	1,391,969	(540,702)	1,513,756	3,142,338	(1,628,582)
Medicare	14,449	10,000	4,449	4,389	1,750	2,639	18,838	11,750	7,088
Patient fees and insurance	858	917	(58)	181	-	181	1,040	917	123
Contracts	15,000	16,667	(1,667)	24,796	20,833	3,963	39,796	37,500	2,296
Rent income - TCMH & MHSA Housing	9,240	9,240	-	54,686	58,333	(3,648)	63,926	67,573	(3,648)
Other income	624	917	(293)	237	-	237	861	917	(56)
Provision for contractual disallowances	(263,881)	(687,803)	423,922	(371,481)	(627,274)	255,793	(635,362)	(1,315,077)	679,715
Provision for contractual disallowances prior year	405,278	-	405,278	427,087	-	427,087	832,365	-	832,365
Net Operating Revenues	3,360,856	6,401,293	(3,040,437)	4,615,569	5,726,383	(1,110,814)	7,976,425	12,127,676	(4,151,251)
OPERATING EXPENSES									
Salaries, wages and benefits	6,537,679	8,826,838	(2,289,159)	12,267,502	14,241,760	(1,974,258)	18,805,181	23,068,598	(4,263,416)
Facility and equipment operating cost	513,845	787,491	(273,646)	1,036,507	1,663,468	(626,961)	1,550,352	2,450,958	(900,607)
Client program costs	83,956	46,228	37,728	416,685	895,978	(479,293)	500,641	942,206	(441,565)
Grants	-	-	-	76,350	275,000	(198,650)	76,350	275,000	(198,650)
MHSA training/learning costs	-	-	-	72,163	79,167	(7,004)	72,163	79,167	(7,004)
Depreciation & amortization	235,057	136,191	98,866	534,040	362,416	171,625	769,098	498,607	270,491
Other operating expenses	465,885	470,084	(4,199)	1,416,480	1,341,800	74,680	1,882,365	1,811,884	70,481
Total Operating Expenses	7,836,422	10,266,832	(2,430,410)	15,819,727	18,859,588	(3,039,861)	23,656,149	29,126,419	(5,470,270)
OPERATING (LOSS)	(4,475,566)	(3,865,538)	(610,028)	(11,204,158)	(13,133,205)	1,929,047	(15,679,724)	(16,998,743)	1,319,019
Non-Operating Revenues (Expenses)									
Realignment	3,833,965	3,666,667	167,299	-	-	-	3,833,965	3,666,667	167,299
Contributions from member cities & donations	26,561	70,236	(43,675)	-	-	-	26,561	70,236	(43,675)
MHSA Funding	-	-	-	16,352,860	14,780,860	1,572,000	16,352,860	14,780,860	1,572,000
Grants and contracts	299,005	670,833	(371,828)	-	-	-	299,005	670,833	(371,828)
Interest (expense) income, net	93,532	19,500	74,032	593,408	125,350	468,058	686,940	144,850	542,090
Total Non-Operating Revenues (Expense)	4,253,063	4,427,236	(174,173)	16,946,268	14,906,210	2,040,058	21,199,331	19,333,446	1,865,885
INCREASE(DECREASE) IN NET POSITION	\$ (222,503)	\$ 561,698	\$ (784,201)	\$ 5,742,110	\$ 1,773,005	\$ 3,969,105	\$ 5,519,606	\$ 2,334,703	\$ 3,184,904

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TEN MONTHS ENDING APRIL 30, 2023**

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 \$4.2 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2022-23** were \$4.0 million lower than the budget. Medi-Cal FFP revenues were approximately \$2.8 million lower for TCMH and \$1.2 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$2.3 million and the children program revenues were lower by \$520 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$502 thousand and the Children and TAY FSP programs were lower by \$754 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2022-23** were lower than budget by \$1.6 million of which \$1.1 million lower were from TCMH and \$541 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 \$7 thousand higher than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are \$2 thousand higher than the budget.
- 5 Rent Incomes** are approximately \$4 thousand lower than the budget. The rental income represents the payments collected from Genoa pharmacy for space leasing at the 2008 N. Garey Avenue and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2022-23 was \$680 thousand lower than budget due to lower revenues. However, a total of \$832 thousand in prior years reserves were written off as per the state cost report audit settlement for FY12-13 and FY13-14. This amount essentially resulted in an increase to the current fiscal year operating revenues.

Operating Expenses

Operating expenses were lower than budget by approximately \$5.5 million for the following reasons:

- 1 Salaries and benefits** are \$4.3 million lower than budget and of that amount, salaries and benefits are \$2.3 million lower for TCMH operations and are approximately \$2.0 million lower for MHSA operations. These variances are due to the following:
 - TCMH** salaries are lower than budget by \$1.6 million due to vacant positions and benefits are lower than budget by \$708 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 \$1.2 million. The direct program salary costs are lower by \$858 thousand due to vacant positions and the administrative salary costs are lower than budget by \$308 thousand. Benefits are lower than the budget by \$808 thousand. Of that, health insurance is lower than budget by \$407 thousand, retirement insurances are lower by \$211 thousand, state unemployment insurance is lower by \$73 thousand, workers compensation is lower by \$78 thousand, medicare tax and other insurances are lower by \$39 thousand.
- 2 Facility and equipment operating costs** were lower than the budget by \$901 thousand of which \$274 thousand lower were from TCMH and \$627 thousand lower were from MHSA. Lower facility costs were due to the implementation of the GASB 87 where most 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. Most of these items which were budgeted for this fiscal year that were delayed due to various reasons are already put in the plan to be spent over the next three years.
- 3 Client program costs** are lower than the budget by approximately \$442 thousand mainly from MHSA due to lower FSP client costs.
- 4 Grants for fiscal year 2022-23** are \$199 thousand lower than the budget mainly from the new Student Loan Forgiveness program

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TEN MONTHS ENDING APRIL 30, 2023**

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)

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 higher than the budget by \$10 thousand due to timing.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TEN MONTHS ENDING APRIL 30, 2023**

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)

- 5 **MHSA learning and training costs** are \$7 thousand lower than the budget.
- 6 **Depreciation and amortization** are \$270 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.
- 7 **Other operating expenses** were higher than the budget by \$70 thousand of which \$4 thousand lower were from TCMH and \$74 thousand higher were from MHSA. In general, the higher costs were due to attorney fees, security expense and liability insurance offset by lower professional fees.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by \$1.9 million as follows:

- 1 **TCMH non-operating revenues** are \$174 thousand lower than the budget. Of that, realignment fund is higher than the budget by \$167 thousand, contributions from member cities are lower than the budget by \$44 thousand, grants and contracts are lower than the budget by \$372 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 \$74 thousand due to higher interest rate earned.
- 2 **MHSA non-operating revenue** is higher than the budget by approximately \$1.6 million.
In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 13,039,819	\$ 12,284,819	\$ 755,000
PEI funds received and available to be spent	3,038,507	2,221,507	817,000
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	274,534	274,534	-
Non-operating revenues recorded	<u>\$ 16,352,860</u>	<u>\$ 14,780,860</u>	<u>\$ 1,572,000</u>

CSS recorded revenue is \$755 thousand higher than the budget. On January 18, 2023, the Governing Board approved Tri-City's First Amendment to the MHSA annual update for FY2022-23 to add a new Access To Care (ATC) program to CSS plan retroactively to July 1, 2022. This adding of a new program resulted in the recording of \$755 thousand of additional revenue to the CSS plan for FY2022-23.

PEI recorded revenue is \$817 thousand higher than the budget. As mentioned above for the CSS plan, on January 18, 2023, the Governing Board at the same time approved to move an existing School Based Services (SBS) program from TCMH to become a MHSA program under the PEI plan retroactively to July 1, 2022. This resulted in the recording of another \$817 thousand in revenue for the PEI plan for FY2022-23.

INN recorded revenue is in line with the budget.

Interest income for MHSA net with Fair Market Value is higher than budget by \$468 thousand due to higher interest rate earned.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TEN MONTHS ENDED APRIL 30, 2023 AND 2022

	PERIOD ENDED 4/30/23			PERIOD ENDED 4/30/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 2,307,904	\$ 3,323,581	\$ 5,631,485	\$ 2,829,730	\$ 2,385,174	\$ 5,214,905
Medi-Cal FFP FYE Prior Year	295,388	310,501	605,889	15,205	45,779	60,984
Medi-Cal SGF-EPSDT	607,502	780,612	1,388,114	640,106	569,656	1,209,761
Medi-Cal SGF-EPSDT Prior Year	109,890	116,587	226,477	35,501	19,746	55,246
Medicare	14,449	4,389	18,838	10,087	4,508	14,595
Realignment	3,833,965	-	3,833,965	3,841,255	-	3,841,255
MHSA funds	-	16,352,860	16,352,860	-	11,870,954	11,870,954
Grants and contracts	314,005	24,796	338,801	415,231	23,892	439,123
Contributions from member cities & donations	26,561	-	26,561	70,236	-	70,236
Patient fees and insurance	858	181	1,040	933	188	1,120
Rent income - TCMH & MHSA Housing	9,240	54,686	63,926	10,976	62,238	73,214
Other income	624	237	861	718	267	984
Interest Income	93,532	593,408	686,940	13,220	62,888	76,108
Gain on disposal of assets	-	-	-	(1,464)	(1,064)	(2,528)
Total Revenues	7,613,919	21,561,837	29,175,755	7,881,734	15,044,225	22,925,958
EXPENSES						
Salaries, wages and benefits	6,537,679	12,267,502	18,805,181	6,599,760	9,724,941	16,324,701
Facility and equipment operating cost	496,791	1,014,006	1,510,797	706,460	1,158,146	1,864,606
Client lodging, transportation, and supply expense	89,991	460,925	550,916	164,210	593,630	757,840
Depreciation & amortization	235,057	534,040	769,098	138,508	356,057	494,565
Interest expense	-	-	-	11,840	-	11,840
Other operating expenses	476,904	1,543,253	2,020,157	529,392	1,026,326	1,555,718
Total Expenses	7,836,422	15,819,727	23,656,149	8,150,170	12,859,099	21,009,269
INCREASE (DECREASE) IN NET POSITION	(222,503)	5,742,110	5,519,606	(268,436)	2,185,126	1,916,690
NET POSITION, BEGINNING OF YEAR	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
NET POSITION, END OF MONTH	\$ 7,772,969	\$ 31,595,744	\$ 39,368,713	\$ 4,519,195	\$ 27,053,612	\$ 31,572,807

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

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)



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

DATE: June 21, 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

CLINICAL UPDATE

On June 12, 2023 the Chief Clinical Officer and Executive Director attended a meeting with local city management and representatives Los Angeles County Department of Mental Health, Los Angeles County Executive Office and other community members to discuss implementation of Care Court in our area. The representative from Los Angeles County Executive Office shared updated information on the referral process. The group is slated to reconvene in late summer to discuss further details.

HOUSING SERVICES

Month	# of referrals	FSP	AOP	Children's	Eviction
January	33	11	17	5	0
February	26	13	13	0	2
March	50	23	26	1	1
April	39	6	28	5	2
May	48	11	34	3	1
5 month total	196	64	118	14	6

Current housing	Jan	Feb	March	April	May		5 month total
Own/Rent	5	6	8	8	10		37
Live with Someone	1	0	5	7	6		19
Staying in Motel	0	0	1	0	1		2
Homeless	23	17	32	20	26		118
Not reported	4	3	4	4	5		20

Governing Board of Tri-City Mental Health Authority
 Rimmi Hundal, Executive Director
 Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer
 June 21, 2023
 Page 2

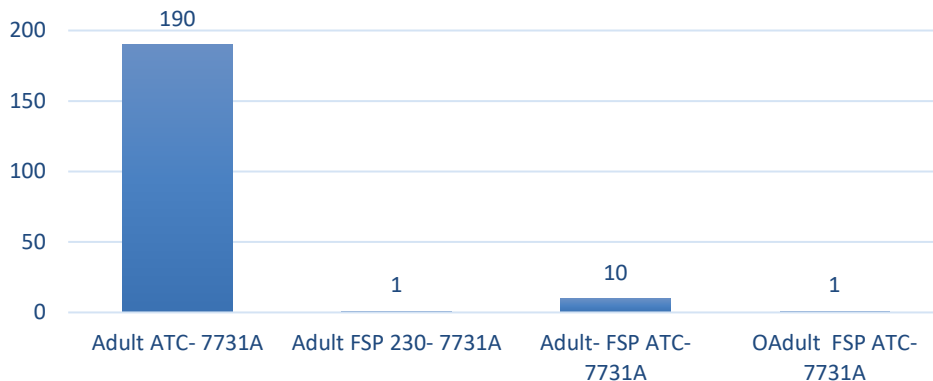
If homeless, where do they sleep more frequently	Jan	Feb	March	April	May	5 month total
Shelter	8	5	9	3	6	31
Transitional Housing/Sober Living	0	0	1	2	3	6
Outdoors	12	8	7	10	9	46
Couch Surfing	1	1	6	2	3	13
Car	2	2	9	3	4	20
Motel paid by agency or family member that does not reside in motel	0	1	0	0	1	2

Income	Jan	Feb	March	April	May	5 month total
Not reported	0	2	3	2	5	12
No income	5	2	6	4	3	20
\$221 GR	6	4	10	10	14	44
\$222-\$1,000	8	4	6	5	10	33
\$1,001-\$2,000	9	12	23	11	14	69
\$2,001-\$3,000	3	2	1	6	1	13
\$3,001+	2	0	1	1	1	5

	Current Occupancy
Parkside Family Apartments	21 units/21 units
Cedar Springs Apartments	8 units/8 units

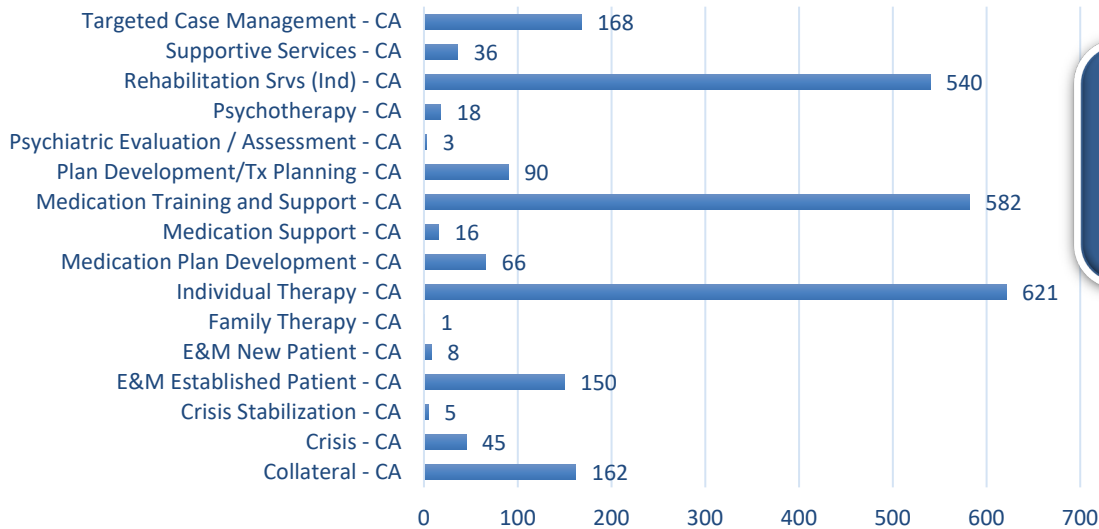
ADULT SERVICES

Number of Intakes by Program-AAOP



Total Number of Intakes
202

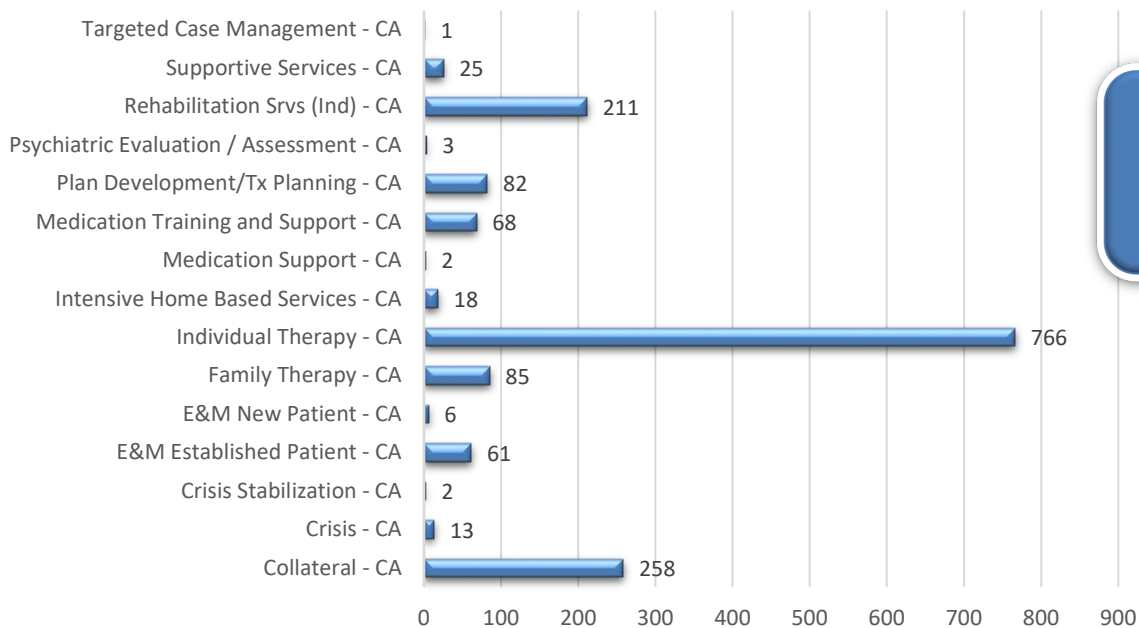
Number Of Services Completed by Type- AAOP



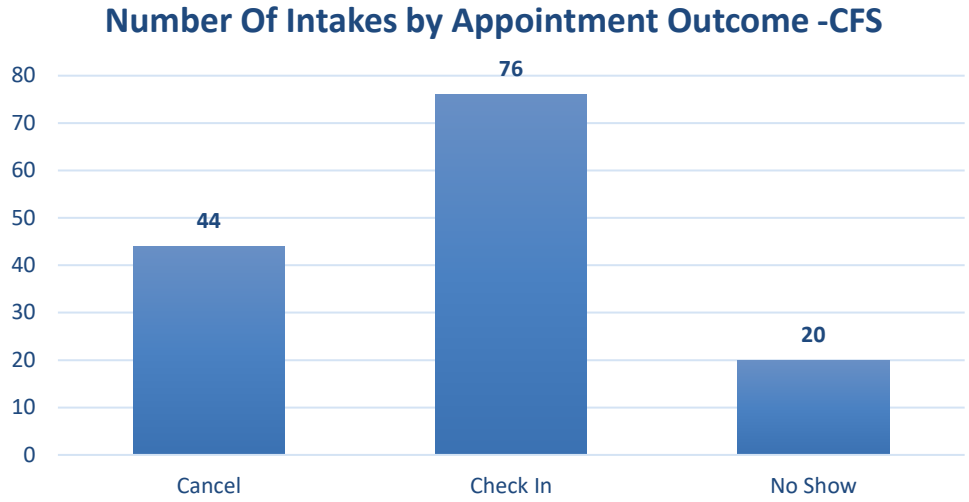
**Total Number
of Completed
Services
2,511**

CHILDREN SERVICES

Number Of Services Completed by Type- CFS



**Total Number of
Completed
Services
1601**





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

DATE: June 21, 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

SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), AND PACT TEAM IN MAY 2023

IOET Program:

- Number of all new outreach= 67
- Number client given intake appointments= 41
- Number of clients opened= 22
- Total number of ALL clients outreached= 177
- Total number of homeless served= 104
- Percentage of clients outreached that are homeless= 59%
- Percentage of clients enrolled this month in formal services that are homeless= 14%

Service area:

- Pomona= 163
- Laverne= 5
- Claremont= 9
- Total= 177

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 4
- FSP-adult= 4
- FSP-TAY (Transition Age Youth) = 1
- AOP (Adult Outpatient Program) = 11
- COP (Children Outpatient Program) = 1
- FCCS (Field Capable Clinical Services) = 1
- FSP Children= 0

Governing Board of Tri-City Mental Health Authority
Monthly Staff Report of Dr. Seeyam Teimoori
June 21, 2023
Page 2

Health Issues:

- Number of initial health assessments completed= 11
- Number of clients linked to PCP appointments with IOET LPT= 26

Chemical Dependency:

- Number of completed chemical dependency assessments completed= 29
- Number of attempted chemical dependency assessments= 10

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

- Number of new individuals added for the month= 15
- Number of closed individuals for the month= 10
- Number of holds written for the month= 2
- Number enrolled in formal services for the month= 1
- Number referred to IOET this month= 1



Tri-City Mental Health Authority Monthly Staff Report

DATE: June 21, 2023

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

FROM: Dana Barford, Director of MHSA and Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

COMMUNITY PLANNING PROCESS

MHSA staff are pleased to announce the hiring of the new MHSA Projects Manager, Sara Rodriguez. Sara has been in the mental/behavioral health field for 19 years and has been working here at Tri City for almost 9 years. She has served in a clinical role as an adult outpatient clinician, as well as in Prevention and Early Intervention through her work with the Therapeutic Community Garden. Sara was involved in training staff and community members in Adverse Childhood Experiences (ACES) and protective factors regarding bolstering resilience. She also has experience serving on the board of directors for a national organization.

COMMUNITY NAVIGATORS

Once again, the Community Navigators were able to support Shoes That Fit, a local organization who each year sponsors a Back-to-School Campaign. By partnering with Tri-City's Childrens Department, 30 clients were identified who will be receiving a new pair of shoes and a backpack filled with school supplies before the beginning of the next school year.

Success Story

The Community Navigator for Claremont and Tri-City's Intensive Outreach and Engagement Team joined together to outreach and engage an unsheltered male veteran in the city of Claremont. Through this collaboration, they were able to connect him with someone who was able to link him with VA services including veteran housing and mental health services. The veteran was successfully housed in the beginning of May through the Veteran Affairs Supportive Housing (VASH) and is currently stable and thankful for all the support that has been provided to him.

PREVENTION AND EARLY INTERVENTION (PEI)

Community Wellbeing

On May 10th and May 11th, program staff and the Community Wellbeing Grant selection committee interviewed a total of 14 communities for the Community Wellbeing Grant [2-Claremont, 2-La Verne & 10-Pomona]. From this pool, 13 communities were selected and will be awarded a Community Wellbeing Grant for the fiscal year 2023-2024.

Community Trainings

Claremont High School observed May Mental Health Month, while also providing a mental/behavioral health course for students who are interested in learning more about the field. Throughout the school day four presentations were given and a green ribbon activity was also shared which helped to engage students and promote discussions around breaking stigma and promoting positive well-being. Give-aways were also provided to students, which included a backpack, journal, pen, and candy.

Stigma Reduction

On May 13 the [Creative Minds Art Gallery](#) was showcased at the dA Center for the Arts at Pomona's 2nd Saturday Art Walk. This year's art theme was "How do you take action for mental health for young people?" Thirty-six submissions of artwork were presented highlighting the valuable impact of this channel for supporting an individual's wellbeing.

WORKFORCE EDUCATION AND TRAINING

MHSA staff are proud to announce the addition of another staff member. Amanda Colt, former Innovations Coordinator, has been promoted to Workforce Education and Training Supervisor. Amanda has served as the program coordinator for Innovation for the past 2 and ½ years. In that time, she has worked with stakeholders to develop new ideas and plans for Innovation projects. In addition, Amanda developed and chaired the Transition Age Youth Wellness Collaborative.

The first round of Tri-City's loan repayment distributions is underway. In June of 2022, staff were invited to apply for this incentive and retention initiative supported with funding through the Workforce Education and Training Plan. The plan allows for payments to be applied directly to education loans in amounts up to \$7,500.00. Participants for this program are required to complete 12 months of continuous employment prior to the distribution of funds. Twenty-eight staff members participated in this program for FY 2022-23 with total allocations of approximately \$193,000. A second round of this successful program will be launched in June of 2023.



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

DATE: June 21, 2023

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

CalAIM – JULY 1, 2023 IMPLEMENTATION

The Best Practices Department has continued to collaborate with a variety of departments across the agency to make the final preparations for the imminent implementation of the next phase of CalAIM (California Advancing and Innovating Medi-Cal).

Over the past month, the Best Practice focus for CalAIM has been on finalizing system changes in the Electronic Health Record and assimilating the final updates from the Los Angeles County Department of Mental Health (LACDMH) into the internal training plans and implementation strategies for the agency.

CalAIM is more than a set of procedural changes, but rather a shift in how we (Service Providers in California) will approach certain aspects of care for Medi-Cal Beneficiaries.

Many of the CalAIM requirements have an ‘aim’ of improving and aligning the rules, requirements, and methodologies that govern healthcare policy throughout the State, so that the California Medi-Cal service delivery system can:

- Identify and manage comprehensive needs through whole person care approaches and social drivers of health (DHCS).
- Improve quality outcomes, reduce health disparities, and transform the delivery system through value-based initiatives, modernization, and payment reform. (DHCS).
- Make Medi-Cal a more consistent and seamless system for enrollees to navigate by reducing complexity and increasing flexible (DHCS).

As part of the ‘aim’ of improving health outcomes and promoting value-based initiatives, CalAIM has modified some of the conditions and requirements for the services that we provide and claim. While this is just one aspect of the CalAIM changes, it is a very critical aspect. In anticipation of this, Tri-City leadership team has been working strategically over the past several months to modify some of our internal operational practices, so that we can maximize service provider time and efforts to provide and claim for quality services provided to client.