TRI·CITY
Mental Health

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

GOVERNING BOARD

TRI-CITY MENTAL HEALTH AUTHORITY

AGENDA

GOVERNING BOARD / MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

WEDNESDAY, MAY 20, 2026 AT 5:00 P.M.
MHSA ADMINISTRATION BUILDING
2001 NORTH GAREY AVENUE, POMONA, CA 91767

To join the meeting on-line clink on the following link:
https://tricitymhs-org.zoom.us/j/88993893870?pwd=Tvj0IdEQzhHzlCcXM2OEGcPMAN8Nsx.1
Passcode: awFL+Wy4

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 sazzam@tricitymha.ca.gov. 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 Administrative Assistant Sara Azzam at (909) 451-6429 at least 48 hours prior to the meeting.

Administrative Office
1717 North Indian Hill Boulevard, Suite B
Claremont, CA 91711
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Clinical Office / Child & Fam
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MHSA Administrative Office
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Pomona, CA 91767
Phone (909) 623-6131
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Wellness Center
1403 North Garey Avenue
Pomona, CA 91767
Phone (909) 242-7600
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GOVERNING BOARD CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

Board Members Lorraine Canales, Sandra Grajeda, Paula Lantz, Elizabeth Ontiveros-Cole, and Trent West; Vice Chair Wendy Lau; and Chair Jed Leano.

MENTAL HEALTH COMMISSION ROLL CALL

Commissioners Clarence D. Cernal, Sandra Christensen, Mildred Garcia, Frank Guzman, Laura Mundy, Janet R. Roy, and Danette E. Wilkerson; Vice-Chair Wray Ryback; and Chair Anne Henderson.

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

MENTAL HEALTH COMMISSION

1. APPROVAL OF MINUTES FROM THE APRIL 14, 2026 MENTAL HEALTH COMMISSION REGULAR MEETING

Recommendation: "A motion to approve the Mental Health Commission Minutes of its Regular Meeting of April 14, 2026."

CONSENT CALENDAR

2. APPROVAL OF MINUTES FROM THE APRIL 15, 2026 GOVERNING BOARD REGULAR MEETING

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of April 15, 2026."

3. ONTSON PLACIDE, EXECUTIVE DIRECTOR MONTHLY REPORT

Recommendation: "A motion to receive and file."

4. DIANA ACOSTA, CHIEF FINANCIAL OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

5. LIZ RENTERIA, CHIEF CLINICAL OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

6. SEEYAM TEIMOORI, MEDICAL DIRECTOR MONTHLY REPORT

Recommendation: "A motion to receive and file."

7. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

8. CONSIDERATION OF RESOLUTION NO. 856 ESTABLISHING THE ALCOHOL AND OTHER DRUG (AOD) COUNSELOR – REGISTERED, AOD COUNSELOR I, AOD COUNSELOR II, WRAPAROUND COACH, WRAPAROUND FACILITATOR, NURSE SUPERVISOR, REGISTERED NURSE, GROUP SERVICES COORDINATOR, PEER SUPPORT SPECIALIST – TAY, OUTREACH COORDINATOR – AFBS, AND OUTREACH COORDINATOR – TAY CLASSIFICATIONS; REVISING THE BEHAVIORAL HEALTH WORKER I/II, JPA ADMINISTRATOR/CLERK, AND DEPUTY DIRECTOR CLASSIFICATIONS

Recommendation: "A motion to adopt Resolution No. 856 Establishing the Alcohol and Other Drug (AOD) Counselor – Registered, AOD Counselor I, AOD Counselor II, Wraparound Coach, Wraparound Facilitator, Nurse Supervisor, Registered Nurse, Group Services Coordinator, Peer Support Specialist – TAY, Outreach Coordinator – AFBS, and Outreach Coordinator – TAY Classifications; Revising the Behavioral Health Worker I/II, JPA Administrator/Clerk, and Deputy Director Classifications."

9. CONSIDERATION OF RESOLUTION NO. 857 ESTABLISHING THE NEW OPERATIONAL POLICY AND PROCEDURES: 1) ARTIFICIAL INTELLIGENCE USAGE, 2) CRISIS MANAGEMENT, 3) LPS CERTIFICATION, 4) NALOXONE DISTRIBUTION, EFFECTIVE MAY 21, 2026

Recommendation: "A motion to adopt Resolution No. 857 Establishing The New Operational Policy And Procedures: 1) Artificial Intelligence Usage, 2) Crisis Management, 3) LPS Certification, 4) Naloxone Distribution, Effective May 21, 2026."

10. CONSIDERATION OF RESOLUTION NO. 858 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS MASTER OF

SOCIAL WORK GRADUATE PROGRAM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MOU EFFECTIVE MAY 21, 2026

Recommendation: "A motion to adopt Resolution No. 858 Approving A Memorandum of Understanding Between Tri-City Mental Health Authority and California State University Dominguez Hills Master of Social Work Graduate Program and Authorizing the Executive Director to Execute Said MOU Effective May 21, 2026."

11. SERVICE ENCOUNTER CLAIMS RECONCILIATION AND REPORT

Recommendation: "A motion to receive, approve, and file, the reconciliation and report of service encounter claims."

12. COSIDERATION OF RESOLUTION NO. 859 APPROVING A RENEWAL AGREEMENT WITH RINGCENTRAL FOR UNIFIED COMMUNICATIONS SERVICES IN AN AMOUNT OF $124,608.00, BEGINNING JUNE 19, 2026, FOR A TWELVE-MONTH TERM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY SUBSEQUENT AMENDMENTS

Recommendation: "A motion to adopt Resolution No. 859 Approving a Renewal Agreement with RingCentral for Unified Communications Services in an Amount of $124,608.00, Beginning June 19, 2026, for a Twelve-Month Term, And Authorizing the Executive Director to Execute the Agreement and Any Subsequent Amendments."

NEW BUSINESS

13. CONSIDERATION OF RESOLUTION NO. 860 APPROVING A GRANT TO THE CITY OF POMONA IN THE AMOUNT OF $4,448,850 FOR DEVELOPMENT OF THE "2040 N. GAREY AVENUE HOUSING UNITS" PROJECT, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH THE CITY AND TAKE OTHER RELATED ACTIONS

Recommendation: "A motion to adopt Resolution No. 860 approving a grant to the city of Pomona in the amount of $4,448,850 for development of the '2040 N. Garey Avenue Housing Units' Project, and authorizing the Executive Director to execute a grant agreement with the city and take other related actions."

14. CONSIDERATION OF RESOLUTION NO. 861 APPROVING AN AGREEMENT WITH NETSMART TECHNOLOGIES, INC. FOR AN ELECTRONIC HEALTH RECORD (EHR) SYSTEM IN AN AMOUNT NOT TO EXCEED $584,995.07 FOR THE FIRST YEAR AND $565,620.84 ANNUALLY THEREAFTER, EFFECTIVE MAY 21, 2026, FOR A FIVE-YEAR TERM, AND AUTHORIZING THE

EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY SUBSEQUENT AMENDMENTS

Recommendation: "A motion to adopt Resolution No. 861 Approving an Agreement with Netsmart Technologies, Inc. for an Electronic Health Record (EHR) System in an Amount of $584,995.07 for the First Year and $565,620.84 Annually Thereafter, Effective May 21, 2026, for a Five-Year Term, And Authorizing the Executive Director to Execute the Agreement and Any Subsequent Amendments."

15. CONSIDERATION OF RESOLUTION NO. 862 APPROVING THE AMENDMENT TO BEHAVIORAL HEALTH STUDENT SERVICES ACT (BHSSA) GRANT AGREEMENT NO. 21MHSOAC061 IN THE AMOUNT OF $5,227,204.00 WITH THE CALIFORNIA COMMISSION FOR BEHAVIORAL HEALTH (CBH); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY AMENDMENTS THEREAFTER

Recommendation: "A motion to adopt Resolution No. 862 approving the amendment to Behavioral Health Student Services Act (BHSSA) Grant Agreement No. 21MHSOAC061 in the amount of $5,227,204.00 with the California Commission for Behavioral Health (CBH); and authorizing the Executive Director to execute the amendment and any amendments thereafter."

PRESENTATION

16. REVIEW AND UPDATE OF DEPARTMENT OF HEALTH CARE SERVICES (DHCS) INTEGRATED PLAN

GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS

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

PUBLIC COMMENT

The Public 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.

ADJOURNMENT

The next Regular Meeting of the **Mental Health Commission** will be held on **Tuesday, June 9, 2026 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 17, 2026 at 5:00 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

ONTSON PLACIDE, MA, LMFT
EXECUTIVE DIRECTOR

TRI·CITY
Mental Health

MINUTES

REGULAR MEETING OF THE MENTAL HEALTH COMMISSION
AND
PUBLIC HEARING FOR THE BEHAVIORAL HEALTH SERVICES ACT (BHSA)
April 14, 2026 – 3:30 P.M.

The Mental Health Commission held on Tuesday, April 14, 2026, at 3:30 p.m. in the MHSA Administrative Office located at 2001 N Garey Ave, Pomona, CA 91767.

CALL TO ORDER Chair Henderson called the meeting to order at 3:33 p.m.

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

MENTAL HEALTH COMMISSION

PRESENT: Anne Henderson, Chair
Wray Ryback, Vice-Chair (arrived to the meeting at 3:35 p.m.)
Sandra Grajeda, GB Member Liaison
Clarence D. Cernal
Sandra Chirstensen
Frank Guzman
Laura Mundy
Danette E. Wilkerson

ABSENT: Mildred Garcia
Janet R. Roy

STAFF: Ontson Placide, Executive Director
Dana Barford, Director of MHSA & Ethnic Services
Mica Olmos, JPA Clerk/Administrator

NEW BUSINESS

I. APPROVAL OF MINUTES FROM THE MARCH 10, 2026 REGULAR MEETING OF THE MENTAL HEALTH COMMISSION

At 3:35 p.m., Vice-Chair Ryback arrived to the meeting.

There being no discussion, Commissioner Mundy moved, and Commissioner Cernal seconded, to approve the Minutes from the March 10, 2026, Mental Health Commission Regular Meeting. The motion was carried by the following vote: AYES: GB Liaison Grajeda, Commissioners Cernal, Christensen, Guzman, Mundy, and Wilkerson; Vice-Chair Ryback, and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Garcia and Roy.

AGENDA ITEM NO. 1

II. PROPOSED NAME CHANGE OF TCMHA "MENTAL HEALTH COMMISSION" TO "BEHAVIORAL HEALTH COMMISSION" PURSUANT TO PROPOSITION 1 (SB 326), AND REVISING THE COMMISSION BYLAWS TO REFLECT THIS CHANGE

JPA Administrator/Clerk Olmos provided an update regarding Proposition 1 and its implications for Tri-City Mental Health Authority. She reported that, as a result of Proposition 1, the agency will transition from Mental Health Services (MHS) to Behavioral Health Services (BHS), which will require amendments to the agency's bylaws. She stated that notification is being provided to the Commission and that the proposed changes will be brought forward to the Governing Board in May. JPA Administrator/Clerk Olmos noted that the changes are anticipated to become effective July 1, 2026. She explained that staff are in the process of updating agency materials and notifying stakeholders of the transition.

Executive Director Placide added that the name change reflects a more inclusive approach to services.

III. EXECUTIVE DIRECTOR MONTHLY REPORT

Executive Director Placide indicated that remarks related to this item would be brief and deferred, as the matter is being reserved for discussion during the forthcoming public hearing.

COMMISSION ITEMS AND REPORTS

Vice-Chair Ryback reported that she has been in contact with Kiran Sahota regarding the Psychiatric Advance Directives (PADs) project. She stated that the project is moving forward, with training planned for frontline staff and hospital partners.

Commissioner Wilkerson reported attending a meeting of the Behavioral Health Planning Council, during which an overview of the Data Notebook was provided. She noted that the presentation included information on system performance and outcomes across behavioral health authorities, commissions, and clinics.

Commissioner Guzman expressed appreciation to Director of MHSA & Ethnic Services Barford, commending her for her efforts, transparency, and commitment to the community. He highlighted her excellence in both community engagement and agency leadership.

PUBLIC COMMENT

Chair Henderson opens the meeting for public comment. There was none.

PUBLIC HEARING – BEHAVIORAL HEALTH SERVICES ACT (BHSA)

A. OPEN THE PUBLIC HEARING

Chair Henderson announced that the Public Hearing was for the Public Hearing for Tri-City Mental Health Authority's Behavioral Health Services Act Integrated Plan For Fiscal Years 2026-29; and that the Mental Health Commission and TCMHA staff would share some of the details of the plan and ask for the public's feedback, noting that TCMHA's MHSA Projects Manager Sara Rodriguez would facilitate the Public Hearing.

At 3:44 p.m., Chair Henderson declared the Public Hearing open.

Sarah Rodriguez, MHSA Projects Manager, provided an overview of the topics to be discussed during the Public Hearing.

She explained that the Integrated Plan was developed through extensive community engagement efforts, including community forums, surveys, voting processes, focus groups, workgroups, workshops, informal interviews, and facility tours. She noted that Tri-City intentionally shifted from traditionally defined "stakeholder" focus groups to an approach centered on community partners in order to strengthen relationships and collaboration. Public input was solicited and received throughout each of these engagement processes, which will continue moving forward.

MHSA Projects Manager Rodriguez summarized key themes from community feedback. One comment noted that outreach provided by Community Navigators and outreach provided by the Direct Link Outreach Team were listed as a single outreach function in the draft Integrated Plan, and staff were encouraged to revise the plan to more clearly distinguish between the two types of outreach. Additional comments referenced the gut-brain connection and asserted that the Integrated Plan overlooks nutrition and detoxification approaches despite research linking gut health to mental health. These comments were acknowledged as part of the public record.

MHSA Projects Manager Rodriguez explained that the Behavioral Health Services Act (BHSA) restructures funding into three primary service areas, replacing the previous five MHSA components. Under BHSA, funding is allocated across Behavioral Health Services and Supports (BHSS), Full-Service Partnerships (FSP), and Housing.

She reported that 35 percent of funding is allocated to BHSS, which includes foundational services and infrastructure. BHSS consolidates several former MHSA components, such as Workforce Education and Training (WET) and Capital Facilities and Technological Needs, into a single flexible category focused on system sustainability and early intervention. Housing activities previously included under other MHSA components have now been fully transitioned into the Housing funding category.

Another 35 percent of funding is allocated to Full-Service Partnerships. MHSA Projects Manager Rodriguez described FSP services as intensive, comprehensive, and based on a "whatever it takes" approach. These services prioritize the State's most vulnerable populations, specifically individuals with Serious Mental Illness (SMI) and/or Substance Use Disorders (SUD).

The remaining 30 percent of funding is dedicated to Housing. MHSA Projects Manager Rodriguez explained that Proposition 1 shifts behavioral health funding toward direct housing solutions for individuals with SMI or SUD. She noted that at least 50 percent of housing interventions must support individuals experiencing chronic homelessness and that up to 25 percent may be used for capital development, including Permanent Supportive Housing.

MHSA Projects Manager Rodriguez reviewed BHSS program areas, including Children's Systems of Care and Family Wellbeing, noting that housing-related activities were moved to the Housing funding category. She stated that stigma reduction and suicide prevention programming will transition to the State level, with affected staff placed into new roles. Community mental health trainer functions were moved into Workforce Education and Training.

She provided an overview of Adult and Older Adult Systems of Care and Early Intervention programming, including Access to Care, Mobile Crisis services, Peer Mentors, and the Community Wellbeing Grant program. She reported that the Community Wellbeing Grant program received 37 applications. Additional programs discussed included Coordinated Specialty Care for First Episode Psychosis and outreach and engagement initiatives.

MHSA Projects Manager Rodriguez outlined Workforce Education and Training initiatives, including service learner partnerships, the Relias training platform, community mental health training, and the Working Independent Skills Helping (WISH) Program.

She reviewed Capital Facilities and Technological Needs planning, including implementation of an Electronic Health Record system, a Human Resources Information System, and a Financial Management System.

With respect to Full-Service Partnerships, MHSA Projects Manager Rodriguez identified required evidence-based practices, including ACT, FACT, Intensive Case Management, Individual Placement and Support, and High Fidelity Wraparound.

She also described new programs developed in response to Department of Health Care Services feedback, including an Assertive Field-Based Initiation Program, a Mobile Field-Based Program, and Open Access Clinics designed to reduce barriers to treatment.

MHSA Projects Manager Rodriguez reviewed housing-specific eligible uses of BHSA funds and highlighted planned housing projects, including the City of Pomona Tiny Homes Project, which will provide 16 permanent supportive housing units with anticipated availability in fall 2026. She also noted plans for housing support staff serving Transitional Age Youth populations.

MHSA Projects Manager Rodriguez concluded with a financial summary outlining BHSA funding projections, administrative expenses, and establishment of a prudent reserve.

She concluded by outlining next steps, including the Public Hearing, presentation to the Governing Board, submission to the Department of Health Care Services by June 30, and ongoing revisions. She emphasized that while revisions may continue, the Integrated Plan must be fully actionable and implemented prior to July 1.

B. PUBLIC COMMENT

A community member raised a question regarding housing support for families who have a loved one involved in the behavioral health system and who might otherwise be at risk of homelessness. The community member asked whether funding could be allocated to help friends or relatives maintain housing stability. MHSA Projects Manager Rodriguez responded that funding has been set aside for housing units and stated that if an adult client is identified and qualifies, they are welcome to access services through the agency.

Community member Larry Ortega, a Pomona resident, spoke again regarding the importance of preventative services, emphasizing nutrition and detoxification as components of mental health care. He expressed appreciation that his prior comments had been acknowledged. Mr. Ortega also asked what the agency spends annually on psychiatric medications. Additionally, he shared that he was hosting a virtual community event scheduled for April 22 at 6:00 p.m. to further discuss these topics.

MHSA Projects Manager Rodriguez responded that Executive Director Placide had provided a response to Mr. Ortega's earlier inquiry and expressed appreciation for the feedback received. She noted that the issues raised involve policies that would need to be addressed at the state level and that other organizations will play a role in initiating potential changes. She stated that staff are open to continued collaboration moving forward.

C. CLOSE THE PUBLIC HEARING

IV. DECIDE ON A RECOMMENDATION TO THE TCMHA GOVERNING BOARD ABOUT THE BEHAVIORAL HEALTH SERVICES ACT (BHSA) INTEGRATED PLAN FOR FISCAL YEARS 2026-29

At 4:10 p.m., there being no further discussion, Commissioner Christensen moved, and Commissioner Guzman seconded, to close the Public Hearing and to recommend to the TCMHA Governing Board to approve and adopt the Authority's Behavioral Health Services Act (BHSA) Integrated Plan for Fiscal Year 2026-29. The motion was carried by the following vote: AYES: GB Liaison Grajeda, Commissioners Cernal, Christensen, Guzman, Mundy, and Wilkerson; Vice-Chair Ryback, and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Garcia and Roy.

<u>ADJOURNMENT</u>

At 4:12 p.m., on consensus of the Mental Health Commission its meeting of April 14, 2026, was adjourned. The next Regular Joint Meeting of the Mental Health Commission and the Governing Board will be held on Wednesday, May 20, 2026, at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

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Ontson Placide, Executive Director

MINUTES

REGULAR MEETING OF THE GOVERNING BOARD
APRIL 15, 2026 – 5:00 P.M.

The Governing Board Regular Meeting was held on Wednesday, April 15, 2026, at 5:00 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

CALL TO ORDER Vice-Chair Lau called the meeting to order at 5:00 p.m.

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

GOVERNING BOARD

PRESENT: Wendy Lau, City of La Verne, Vice-Chair
Lorraine Canales, City of Pomona, Board Member
Sandra Grajeda, City of Claremont, Board Member
Paula Lantz, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Trent West, City of La Verne, Board Member (arrived at 5:08 p.m.)
Jaime Earl, City of Claremont, Alternate Board Member

ABSENT: Jed Leano, City of Claremont, Chair

STAFF

PRESENT: Ontson Placide, Executive Director
Steven Flower, General Counsel
Diana Acosta, Chief Financial Officer
Seeyam Teimoori, Medical Director
Dana Barford, Director of MHSA & Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer
Mica Olmos, JPA Administrator/Clerk

CONSENT CALENDAR

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

There being no further comment, Alternate Board Member Earl moved, and Board Member Ontiveros-Cole seconded, to approve the Consent Calendar. The motion was carried by the following vote: Alternate Board Member Earl; Board Members Canales, Grajeda, Lantz, and Ontiveros-Cole; and Vice Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Board Member West Chair Leano.

1. APPROVAL OF MINUTES THE MARCH 18, 2026, REGULAR MEETING OF THE GOVERNING BOARD

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of March 18, 2026."

2. ONTSON PLACIDE, EXECUTIVE DIRECTOR MONTHLY REPORT

Recommendation: "A motion to receive and file."

3. DIANA ACOSTA, CHIEF FINANCIAL OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

4. LIZ RENTERIA, CHIEF PROGRAM OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

5. SEEYAM TEIMOORI, MEDICAL DIRECTOR MONTHLY REPORT

Recommendation: "A motion to receive and file."

6. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES MONTHLY REPORT

Recommendation: "A motion to receive and file."

7. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

8. CONSIDERATION OF RESOLUTION NO. 850 ADOPTING A REVISED MASTER CLASSIFICATION AND SALARY SCHEDULE TO UPDATE THE JOB DESCRIPTIONS FOR BEHAVIORAL HEALTH SPECIALIST I/II/III

Recommendation: "A motion to adopt Resolution No. 850 revising the Job Descriptions for the Behavioral Health Specialist I/II/III, and updating the Master Classification and Salary Schedule to include these changes."

9. CONSIDERATION OF RESOLUTION NO. 851 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF CLAREMONT FOR MOBILE CRISIS CARE SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MOU EFFECTIVE APRIL 15, 2026

Recommendation: "A motion to adopt Resolution No. 851 approving a three-year MOU with the City of Claremont for Mobile Crisis Care services effective April 15, 2026, and authorizing the Executive Director to execute the MOU."

NEW BUSINESS

10. CONSIDERATION OF RESOLUTION NO. 852 APPROVING THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) BEHAVIORAL HEALTH SERVICES ACT (BHSA) PERFORMANCE CONTRACT NO. 26-60076 EFFECTIVE JULY 1, 2026; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CONTRACT

Executive Director Placide reported that a new master contract with the Department of Health Care Services (DHCS) will govern the Integrated Plan. He stated that the contract was presented to Tri-City Mental Health Authority approximately two weeks prior to the Governing Board meeting. He further noted that while amendments may be included later on, acceptance of the contract would be required in order for the agency to receive funding.

Vice-Chair Lau inquired about the agency's ability to amend or negotiate the contract terms. Executive Director Placide stated that he has confidence in the California Behavioral Health Directors Association (CBHDA) as a strong advocacy group but noted that the process is not guaranteed.

General Counsel Flower stated that the agency's concerns are shared by other jurisdictions and indicated that the State has effectively presented the contract on a "take it or leave it" basis, while also acknowledging that the State is aware of existing issues.

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

There being no further comment, Board Member Grajeda moved, and Board Member Canales seconded, approving the three-year Performance Contract No. 26-60076 with the California Department of Health Care Services BHSA, effective July 1, 2026, and authorizing the Executive Director to execute the contract and any amendments thereafter. The motion was carried by the following vote: Alternate Board Member Earl; Board Members Canales, Grajeda, Lantz, and Ontiveros-Cole; and Vice Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Board Member West and Chair Leano.

11. CONSIDERATION OF RESOLUTION NO. 853 ADOPTING THE TRI-CITY MENTAL HEALTH AUTHORITY'S BEHAVIORAL HEALTH SERVICES ACT (BHSA) INTEGRATED PLAN (IP) FOR FISCAL YEARS 2026-29

Recommendation: "A motion to adopt Resolution No. 853 approving the Authority's Behavioral Health Services Act (BHSA) Integrated Plan for Fiscal Years 2026-29, as recommended by the TCMHA Mental Health Commission."

MHSA Projects Manager Sara Rodriguez noted the Public Hearing for the Tri-City Mental Health Authority's Behavioral Health Services Act (BHSA) Integrated Plan (IP) for Fiscal Years 2026–2029. She reported that the Mental Health Commission unanimously recommended approval of the plan to the Governing Board.

At 5:08 p.m., Board Member West arrived at the meeting.

Board Member Lantz requested a summary of changes made to the Integrated Plan based on feedback received. MHSA Projects Manager Rodriguez responded that adjustments were made to funding allocations across program areas. She explained that the Department of Health Care

Services (DHCS) clarified that Children's, Adult, and Older Adult Systems of Care were not required to shift funding categories. She further stated that Housing funding could be applied more broadly than originally interpreted.

MHSA Projects Manager Rodriguez reported that Stigma Reduction activities can no longer be implemented at the local level under BHSA and will instead be administered by the Los Angeles County Department of Public Health. She explained that existing staff associated with stigma reduction efforts would be re-envisioned within outreach programs, providing education services in place of stigma reduction programming. She also noted that training components were shifted into Workforce Education and Training (WET).

Executive Director Placide added that staff was initially advised that personnel could not be funded under the Housing bucket but has since learned that staffing costs are allowable within that category.

MHSA Projects Manager Rodriguez further reported that additional programs were developed in response to DHCS feedback. She explained that an Assertive Field-Based Initiation Program will be implemented to proactively engage individuals experiencing substance use disorders, serious mental illness, and chronic behavioral health conditions. She described the development of a Mobile Field-Based Program emphasizing a person-centered approach, incorporating peer support and active outreach in the community.

She also reported the addition of Open Access Clinics designed to provide low-threshold, timely access to services, including medications for addiction treatment (MAT). She stated that these clinics are intended to minimize barriers such as long wait times, appointment requirements, or abstinence conditions. MHSA Projects Manager Rodriguez noted that these revisions were completed within a limited timeframe following DHCS direction and were presented at the public hearing.

Executive Director Placide provided additional context regarding Full Service Partnership (FSP) requirements, stating that the plan did not originally include a focused emphasis on substance use disorder services and medication-assisted treatment. He explained that while Tri-City had previously planned to expand street psychiatry services, BHSA requirements necessitate a more explicit integration of substance use treatment into those services.

He stated that the updated model includes a multidisciplinary street psychiatry team consisting of a prescribing provider, such as a nurse practitioner or psychiatrist, a clinician, an outreach coordinator, and peer support staff operating in the field. He further explained that the model requires integration with open-access clinic services and medication-assisted treatment to ensure rapid access to care, and that the agency's medical department will support these efforts. He noted that this represents a required program element that had not been previously included in the Integrated Plan.

Board Member Canales asked whether the new programs would coordinate with the City of Pomona Quality of Life team. Executive Director Placide responded that while specific coordination has not yet been finalized, staff anticipates collaborating broadly with relevant partners, including hospitals, substance use prevention programs, and other community organizations. He emphasized the importance of coordination and collaboration in program implementation.

Director of Clinical Services Renteria stated that Tri-City's clinical teams already collaborate with the Quality of Life team on various initiatives and noted that the new programs would be a natural extension of existing partnerships.

Board Member Canales asked whether the new programs would operate in combination with existing programs or as separate initiatives and inquired how referrals, including those from educators, would be handled. Director of Clinical Services Renteria stated that staff will further develop the referral processes and report back to the Board.

Vice-Chair Lau noted that the Integrated Plan is written at a broad, general level and stated that more detailed items will be brought back to the Governing Board for additional review and feedback.

Board Member West stated that he had requested revision tracking but did not observe revision markings in the document. Executive Director Placide responded that the current system used for document submission does not support revision tracking within the portal. Director of MHSA and Ethnic Services Dana Barford stated that page numbers and reference points were added to assist with navigation.

Vice-Chair Lau commented on changes to housing components within the plan and how they differ from prior versions. Board Member West expressed concern regarding the limited timeframe available to review revisions across the full document.

MHSA Projects Manager Sara Rodriguez acknowledged the concern and stated that future versions may incorporate revision tracking to improve clarity. She noted that the timeline for revisions was expedited, with DHCS providing approximately ten days for updates. Board Member West offered to provide assistance with future document review efforts.

Board Member Lantz asked about feedback received from the community. MHSA Projects Manager Sara Rodriguez reported that community members suggested exploring topics such as the gut-brain connection and expanding outreach efforts. Board Member Lantz asked whether this feedback had been incorporated into the plan.

MHSA Projects Manager Rodriguez responded that the gut-brain connection concept is not included within BHSA funding parameters, but noted that outreach components of the plan have been expanded and revised in response to community input.

Vice-Chair Lau opened the meeting for public comment.

Community Member Larry Ortega addressed the Governing Board regarding the gut-brain connection and its relationship to mental health. Mr. Ortega referenced historical and published materials, including literature dating back to the 19th century and more recent studies, which he stated demonstrate a relationship between gut health and mental health conditions. He also referenced research related to glyphosate exposure and its potential impacts on gut health and associated health outcomes. Mr. Ortega expressed concern that preventive strategies discussed within the Integrated Plan do not address the gut-brain connection. He stated that consideration of these factors is essential to effectively addressing mental health conditions and urged the Governing Board to consider incorporating this perspective into prevention efforts. Mr. Ortega clarified that he was not requesting rejection of the Integrated Plan, but asked that the Board consider postponement to allow staff additional time to evaluate the information presented and assess how such preventative considerations could be incorporated. Mr. Ortega also announced an upcoming virtual conference scheduled for April 22, 2026, featuring national experts discussing topics related to the gut-brain connection and related health impacts.

There being no further comment, Alternate Board Member Earl moved, and Board Member Canales seconded, to approve the Authority's Behavioral Health Services Act (BHSA) Integrated Plan for Fiscal Years 2026-29, as recommended by the TCMHA Mental Health Commission. The motion was carried by the following vote: Alternate Board Member Earl; Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

12. CONSIDERATION OF RESOLUTION NO. 854 APPROVING THE NAME CHANGE OF ITS ADVISORY BOARD FROM "TRI-CITY MENTAL HEALTH COMMISSION" TO "TCMHA BEHAVIORAL HEALTH COMMISSION", AND REVISING THE BYLAWS OF THE COMMISSION PURSUANT TO PROPOSITION 1 (SB 326)

JPA Administrator/Clerk Olmos stated that the item could not be finalized at this time and was therefore pulled from consideration. She noted that the item is not required to take effect until July 1, 2026, and will be brought back for consideration at a future meeting.

Vice-Chair Lau acknowledged the update.

13. CONSIDERATION OF RESOLUTION NO. 855 APPROVING FINANCING IN THE AMOUNT OF $2,160,000 FOR THE DEVELOPMENT, CONSTRUCTION, FINANCING, AND OPERATION OF SENIOR AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING UNITS IN THE ST. AMBROSE EPISCOPAL CHURCH PROJECT LOCATED AT 155 N. MOUNTAIN AVENUE IN CLAREMONT, CALIFORNIA AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE LOAN AGREEMENT AND TAKE OTHER RELATED ACTIONS

Chief Financial Officer Acosta reported that the housing project was previously identified and supported by the Governing Board in June 2025. She clarified that the staff report contained a typographical error indicating 2026, and confirmed that the Governing Board adopted Resolution No. 796 on June 18, 2025, designating unspent Community Services and Supports (CSS) funds toward Housing 3 projects, including the St. Ambrose project. She stated that staff is presenting three primary documents required to proceed with the project, which is anticipated to close escrow in May.

Board Member West asked whether closing would occur prior to the next meeting. Chief Financial Officer Acosta confirmed that it would.

Vice-Chair Lau noted that Attachment 13C contained an incomplete zip code.

Board Member West asked whether the agency would be purchasing the land and buildings. General Counsel Flower clarified that Tri-City Mental Health Authority is not purchasing the property, but is instead contributing financing as part of a multi-party development structure. He explained that the project includes a nonprofit housing developer, an equity investor, a commercial lender, and the Los Angeles County housing authority, which is contributing approximately $1.8 million. He stated that Tri-City's contribution of approximately $2.16 million represents a portion of the total project cost, which exceeds $22 million. He further explained that the project includes tax credit financing and a contribution of land from the church, and that affordable housing projects typically involve multiple layered funding sources.

Board Member West asked whether dividing the total project cost by the number of units resulted in a cost of approximately $1.83 million per unit.

General Counsel Flower clarified that Tri-City's involvement pertains to 12 designated units under its control, while the total project includes 59 units, including one manager's unit, with the remaining units designated as income-restricted.

Chief Financial Officer Acosta stated that the cost attributable to Tri-City's funding equates to approximately $180,000 per unit.

Board Member West asked what criteria are used to determine whether a project represents a reasonable financial investment.

Chief Financial Officer Acosta stated that available industry information and comparable data are used to assess reasonableness, and that the per-unit cost is considered appropriate. She noted that Tri-City pursued this opportunity to utilize available CSS funds. She further stated that while ranges exist for evaluation, there is no defined maximum cost threshold.

General Counsel Flower added that Tri-City is not a real estate expert organization and noted that the agency retained LeSar Development Consultants, which expressed confidence in the project. Board Member West asked whether Tri-City's contribution is structured as a loan.

General Counsel Flower confirmed that the funding is structured as a forgivable loan, noting that non-compliance with regulatory agreements, including affordability restrictions, would constitute default under the agreement.

Board Member Lantz inquired about an apparent discrepancy between age requirements of 55 and older versus 60 and older for occupancy. General Counsel Flower explained that age thresholds are governed by federal and state law and that Tri-City's specific requirement applies only to its allocated units. Executive Director Placide stated that the age requirement could be adjusted if necessary prior to closing and indicated that any such updates could be addressed through amendment.
Board Member Lantz expressed support for the St. Ambrose project and noted the need for affordable housing for seniors within the Tri-City service area. He expressed concern regarding the inability to restrict occupancy to local residents.

Executive Director Placide stated that provisions were included to prioritize Tri-City clients for the agency's 12 units. He further noted that 28 of the total 59 units are designated as Permanent Supportive Housing (PSH).

General Counsel Flower acknowledged that residency preferences are a common concern in affordable housing projects and stated that staff would continue to explore options to address such concerns in future projects.

Vice-Chair Lau opened the item for public comment.

A community member addressed the Board regarding the increasing number of seniors experiencing homelessness and raised concerns about the definition and effectiveness of affordable housing. The speaker referenced rent stabilization limitations for units built after 1995 and expressed concern that affordable housing developments may not adequately address affordability in practice. The speaker also requested additional investment in services for individuals currently experiencing homelessness.

Board Member Lantz requested clarification regarding the definition of affordable housing within the context of tax credit projects. Executive Director Placide explained the distinction between Housing First models and behavioral health-funded housing. He stated that Housing First does not require participation in services and emphasizes immediate placement, whereas MHSA and BHSA-funded housing requires individuals to have a qualifying mental health or substance use condition and includes service participation requirements. He added that Tri-City aims to provide services across both models and that service participation in Housing First programs remains voluntary. General Counsel Flower explained that Tri-City-designated units are restricted to individuals qualifying at 30% of Area Median Income (AMI), which represents a standard threshold for low-income housing. He stated that the project includes both low-income and very low-income categories and that the affordability restrictions are set for a term of 55 years.

Community Member Pat Mendoza expressed concerns regarding safety in senior housing and noted potential challenges related to mixed age occupancy and individuals transitioning from homelessness into housing.

Board Member West asked about expectations for residents receiving housing through Tri-City.
Executive Director Placide stated that individuals occupying Tri-City-funded units are required to participate in Community Services and Supports (CSS) and behavioral health services. He confirmed that continued participation in services is a condition of maintaining housing within those units. He also stated that Tri-City is responsible for providing supportive services for 28 Permanent Supportive Housing units within the project.
Board Member West asked whether individuals who discontinue participation in required services would lose housing placement. Executive Director Placide confirmed that continued occupancy is contingent upon participation in services.

There being no further comment, Board Member Lantz moved, and Board Member Ontiveros-Cole seconded, to approve financing in the amount of $2,160,000 for the Senior Affordable and Permanent Supportive Housing in the St. Ambrose Episcopal Church Project located at 155 N. Mountain Avenue in Claremont, California, and authorizing the Executive Director to execute all related documents and take related actions. The motion was carried by the following vote: Alternate Board Member Earl; Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

GOVERNING BOARD COMMENTS

Vice-Chair Lau commented that improvements in the agency's social media presence were noticeable and expressed appreciation for the progress. Executive Director Placide acknowledged the feedback and stated that the agency continues to grow its efforts. Director of

MHSA and Ethnic Services Barford noted that social media performance metrics will be made available.

Board Member West commended Director of Clinical Services Renteria and her team for their collaboration across organizational lines and expressed appreciation for their continued hard work.

PUBLIC COMMENT

Director of MHSA and Ethnic Services Barford was acknowledged for her final meeting.
Executive Director Placide stated that all Board Members would be invited to a gathering in recognition of her.

Vice-Chair Lau requested that Board Members be invited to all Tri-City events.

Vice-Chair Lau emphasized the importance of respecting staff and community members by arriving to meetings on time and stated that Board Members should contact JPA Administrator/Clerk Olmos if they anticipate being late or unable to attend.

ADJOURNMENT

At 5:58 p.m., on consensus of the Governing Board, its Regular Meeting of April 15, 2026, was adjourned. The next Regular Joint Meeting of the Governing Board and Mental Health Commission will be held on Wednesday, May 20, 2026, at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

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Ontson Placide, MA, LMFT
Executive Director

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: May 20, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, LMFT, Executive Director

SUBJECT: Monthly Executive Director Report

I. EXECUTIVE SUMMARY

BHSA Integrated Plan Update
Tri-City Mental Health Authority has received additional feedback from the California Department of Health Care Services (DHCS) on its previously submitted draft Behavioral Health Services Act (BHSA) Integrated Plan. In response, the Authority has made four substantive revisions to strengthen alignment with DHCS expectations and statutory requirements. These changes will be outlined in detail during today's presentation by Sara Rodriguez. Tri-City is targeting early June 2026 for DHCS approval of the revised Integrated Plan. Upon receipt of state approval, the finalized Plan will be presented to the Governing Board at the June meeting for formal adoption.

Ongoing Planning and Implementation Readiness
Tri-City continues to advance internal planning efforts to support full BHSA implementation effective July 1, 2026. Strategic organizing meetings are ongoing across departments to coordinate implementation activities and ensure operational readiness.
Key efforts underway include:

- Development of new job descriptions aligned with BHSA program requirements
- Drafting and review of policies and procedures to support new service models
- Refinement of program structure and service delivery frameworks
- Ongoing review of program fidelity standards through participation in DHCS and CBHDA technical assistance sessions

In addition, recruitment efforts are actively underway for key leadership positions, including a Strategic Initiatives Director and Chief Administrative Officer, to support implementation and long-term organizational capacity. These collective efforts remain focused on ensuring compliance, program integrity, and a smooth transition to BHSA-aligned services.

UPDATE ON THE MHSA to BHSA REVERSION PROJECTS

Three approved projects are in progress. The St Ambrose Housing Development is in the final closing stage with C.O.R.E and all parties involved. This is expected to be brought to the Governing Board in June. The Tiny Home Project with City of Pomona will be presented in this meeting for approval. The Baseline Senior Project is underway and monthly reports regarding expenditures are occurring.

II. DEPT. OPERATIONAL ITEMS / PROGRAMS & SERVICES

A. Dept/Program Priorities / Projects – See Individual Executive Team Reports

B. Human Resources:

Staffing – Month Ending April 2026:

Total Staff is 228 full-time and 9 part-time plus 41 full-time vacancies 4 part-time vacancies for a total of 276 full-time equivalent positions.

There were 3 new hires in April 2026.
There were 2 separations in April 2026.

Workforce Demographics in April 2026:

American Indian or Alaska Native =	0.42%
Asian =	8.44%
Black or African American =	7.59%
Hispanic or Latino =	62.03%
Native Hawaiian or Other Pacific Islander =	0.42%
Other =	2.53%
Two or more races =	2.11%
White or Caucasian =	16.46%

New Posted Positions in April 2026:

Chief Administrative Officer	(1 FTE)
Clinical Therapist I/II – MHSSA	(1 FTE)
Clinical Therapist II – Mobile Crisis	(1 FTE)
Peer Support Specialist I/II – AOP	(1 FTE)

Chief Administrative Officer Recruitment:
The recruitment for the Chief Administrative Officer (CAO) position is currently underway, with a closing date of May 18, 2026. This executive search is being conducted in partnership with WBCP, Inc., whose agreement was approved by the Governing Board in March 2026 following a competitive and structured evaluation process. To date, the recruitment has generated strong interest, with 78 applications received. WBCP, Inc. is actively conducting an initial review and evaluation of candidates to assess qualifications and alignment with the position requirements.

C. Information Technology (IT)

1. Work toward the Microsoft Teams rollout advanced through completion of the pilot phase and refinement of governance and compliance policies to ensure alignment with regulatory and operational requirements, while RingCentral continues to support telephony and telehealth services.
2. The SharePoint modernization project entered its final phase prior to launch, as IT completes data migration activities to support improved collaboration, secure file storage, and long-term information management.

3. Cybersecurity and systems management efforts were further strengthened, including deployment of Cisco Umbrella and continued device, application, and mobile access protections in support of staff operations.
4. Infrastructure planning and technology coordination continued for the new facilities at 1902 Royalty and 431 Baseline, supporting readiness for future occupancy and agency operations. Internet speeds increased at 2008 Garey location to better support this location's connectivity needs.
5. IT continued direct support and remediation for critical business systems, server infrastructure, and daily helpdesk operations, ensuring continuity of financial, administrative, and clinical support functions.

III. NATIONAL & STATEWIDE UPDATES IN BEHAVIORAL HEALTH

NATIONAL & CA GOVERNMENT

Dan Walters: Newsom's tightfisted final budget faces a rough reception in the Legislature- *Since the turn of the century, California's state budget has been plagued by a boom-and-bust syndrome rooted in its lopsided revenue system and a lack of political discipline. The budget became increasingly dependent on taxes paid by the state's most affluent residents, whose incomes increasingly came from investments rather than salaries. Thus state revenues would often spike upwards, only to level off or decline. But governors and legislators would make new spending commitments during the spikes that would become liabilities during the downturns. CalMatters*

What you need to know about: California State Budget- Newsom's proposal *— known as the May revise — is an updated version of the initial $349 billion plan he put forth in January, which was based on a projection the state would face a $3 billion deficit and acknowledged the likelihood of larger shortfalls in the coming years if there is an economic downturn. Politico Pro [full article below]*

MENTAL HEALTH

Bo Lopker: Therapy isn't the only help. Peers offer a different kind of support*.- Californians seem to be talking about mental health more openly than ever before. But as the conversation grows, the support available hasn't kept pace with the need. Therapy remains inaccessible for millions — because they often can't afford it, can't find it or can't overcome the cultural and logistical barriers that stand in the way. The Los Angeles Times published a series last year on the mental health challenges within L.A.'s Thai community. One line stayed with me: "They come in with their silence." Silence — not because people don't struggle, but because stigma, cost and limited access make help feel out of reach. That story isn't unique to one community. It reflects a truth across Los Angeles: Many Angelenos suffering with anxiety, loneliness, grief or stress simply don't have a place to go. Los Angeles Times*

California ranks #23 for youth mental health. Here's what parents need to know.- *According to Mental Health America's (MHA) 2025 State of Mental Health in America report, California places #23 out of 51 for youth mental health, measured across prevalence of mental illness and access to care among young people ages 12 to 17. For parents in California, LifeStance Health says the ranking reflects something they've already been paying attention to at home. Teenagers today are navigating a different set of pressures than previous generations, and the data offers some context for why. Fresno Bee / Stacker*

SUD

FDA's authorization of 2 fruit-flavored vapes raises concerns among pediatricians, advocacy groups- *The U.S. Food and Drug Administration's recent authorization of the first fruit-flavored e-cigarettes approved for sale to adults 21 and over in the U.S. is raising concerns from pediatrician groups and advocacy organizations about the potential impact on minors. Last week, the FDA approved four new devices made by Glas, including classic menthol, fresh menthol, gold, and sapphire pods. "Gold" is mango flavored and "sapphire" is blueberry flavored. ABC News*

Scott Chipman: Marijuana rescheduling is a political shortcut — not sound policy- *I did not come to drug policy through politics or academia. My perspective was shaped by lived experience, beginning more than two decades ago in my own neighborhood. I live in Pacific Beach, San Diego — a coastal community that was struggling with rising crime and a growing drug culture. Our business district became lined with stores openly selling drug paraphernalia, despite laws prohibiting it. Frustrated by the lack of enforcement and the visible decline of our community, residents and business owners formed a grassroots group, SavePB, to restore safety and support legitimate businesses. The Hill*

HOMELESSNESS

Ray Bramson: Preventing homelessness is more effective than criminalizing it- *This year, two bills moving through the state reveal the competing visions shaping California's response to one of its greatest humanitarian failures. One asks how we stop people from losing housing in the first place. The other focuses on managing the consequences after people have already fallen into crisis. Assembly Bill 1924 would require California to finally create a statewide homelessness prevention strategy by coordinating agencies, identifying evidence-based practices and developing action plans focused on keeping people housed before they end up on the street. The bill recognizes something most frontline providers already know: Homelessness is rarely a sudden event. It is usually the predictable outcome of economic instability, rising rents, untreated health needs, family disruption or institutional failures that were visible long before someone ended up sleeping in a car or tent. San Jose Spotlight*

LA's homeless 'grift machine' in two pictures — *Mayor Bass hails new build as $16M site faces wrecking ball- Mayor Karen Bass broke ground on a new tiny home village for the homeless on Thursday — just weeks after the city announced plans to tear down a 74-bed development they've already spent $16 million on. On Thursday, the mayor's office blasted an email with glossy photos of Bass breaking ground alongside fellow DSA Councilmember, Hugo Soto-Martinez. The announcement praised a new 50-bed East Hollywood tiny home village, a project expected to cost taxpayers about $33 million by the time it is completed. California Post*

FROM CA NEWS
What you need to know about: California State Budget
By: Eric He and Madi Alexander | 05/12/2026 08:00 AM EDT

Pro Points

- Gov. Gavin Newsom will unveil his final state budget proposal this week. All eyes will be on how the governor, who is in his last term in office and weighing a presidential run, approaches what is shaping up to be a nuanced economic outlook for the nation's most populous state.
- While California is projected to face structural budget deficits of at least $20 billion through the end of the decade, the state's revenues have surged this year largely because of tax proceeds stemming from feverish enthusiasm for artificial intelligence companies.

- Newsom has already said that his proposal will include spending cuts to address looming deficits. But with revenues booming, he will also face pressure to invest in high-profile initiatives that he could boast about if he hits the presidential campaign trail.
- State lawmakers in both chambers signaled in their respective budget plans that they won't support major new spending proposals. Negotiations between the Assembly, Senate and governor will pick up in earnest after Newsom releases his plan, ahead of an expected final agreement at the end of June.

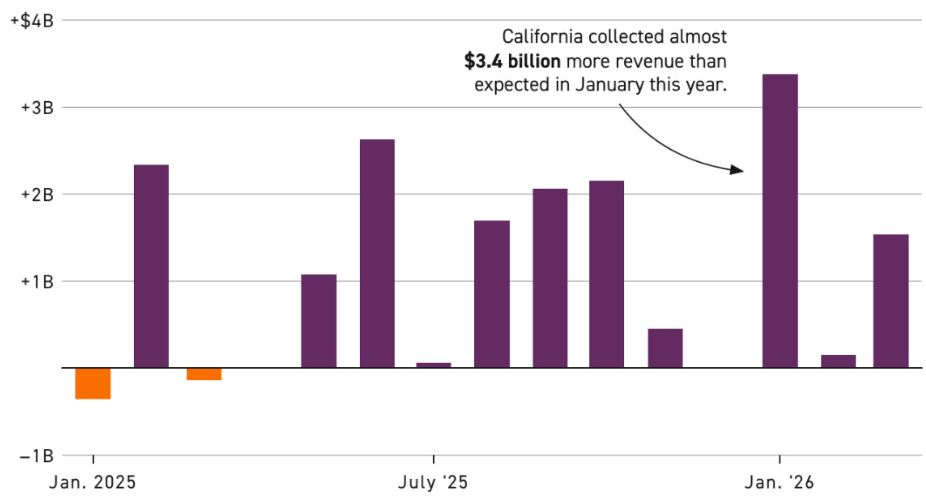
How We Got Here

Newsom's proposal — known as the May revise — is an updated version of the initial $349 billion plan he put forth in January, which was based on a projection the state would face a $3 billion deficit and acknowledged the likelihood of larger shortfalls in the coming years if there is an economic downturn.

It's a particularly tenuous time for California's budget, which is highly sensitive to the swings of the stock market. The largest share of the state's revenue comes from personal income taxes, and its progressive tax structure means it relies heavily on its wealthiest residents, particularly through capital gains taxes that fluctuate with stock market performance.

California collected more taxes than expected nearly every month in the past year

Difference between California's forecasted and actual general fund revenue



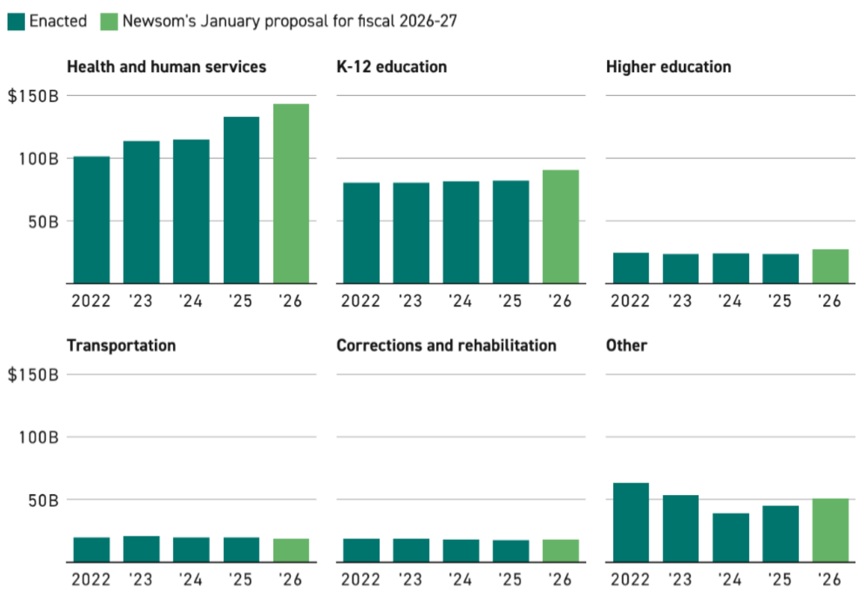
Note: March 2026 is the most recent month available. Revenue data is not available for April and December 2025.
Source: California Department of Finance
Madi Alexander/POLITICO

That dynamic has led to extreme boom-or-bust swings in recent years. In 2022, the state — flush with cash as the tech industry rebounded from the economic effects of the Covid-19 pandemic — posted a nearly $100 billion surplus. Within 12 months, the surplus flipped into a $68 billion deficit as the economy cooled and initial public offerings trickled to a crawl. Such volatility makes it difficult for both the state's Department of Finance and nonpartisan agencies like the Legislative Analyst's Office to accurately forecast revenues that lawmakers use to craft spending plans.

The swings also make it hard for the state to keep its spending commitments without cutting from elsewhere, especially as it has expanded major programs and initiatives in health care, education and social services. The state has increased its spending by $100 billion since 2020, a pace the LAO warned last month was unsustainable. The largesse has contributed to budget shortfalls each year since 2022, even as revenues have grown. In years past, lawmakers have balanced the budget and avoided major ongoing spending cuts to core programs by relying on maneuvers such as internal borrowing and utilizing reserves. Those tools are running dry, according to the LAO.

Education and health services would get biggest budget increases in Newsom's January proposal for next fiscal year

Enacted and proposed budgets for California agencies, by fiscal year



Note: Fiscal years are shown by the year in which they begin. California's fiscal 2026-27 will start July 1.
Source: California Department of Finance
Madi Alexander/POLITICO

Investors' exuberance around artificial intelligence has brightened this year's budget outlook. Revenues this year have come in a staggering $25 billion above expectations, likely more than enough to wipe out this year's projected deficit . The big question, however, is whether the AI surge is sustainable, and how cautious or ambitious Newsom and lawmakers ultimately decide to be.

What's Next

Newsom's May revise serves as the starting point for the final stretch of budget negotiations with lawmakers before they must reach a final deal by the end of June. California's budget, which can be passed by a majority vote, includes little Republican input because Democrats have a super-majority in the Legislature.

Newsom and leaders from the state Senate and Assembly appear aligned on the need to plan for the future. Newsom said last month that he feels an obligation to "have the back of the next governor and the next Legislature." Senate Democrats, in their budget plan, proposed making "several billion dollars" in unspecified cuts while the Assembly pledged to commit to "no major ongoing spending."

The three sides could also come together on a plan to seek an amendment to the state constitution that would allow the state to place more money in reserves and revise a cap on government spending. Both chambers included the idea, which Newsom has previously supported, in their respective plans.

The governor is less likely to bless proposals from lawmakers to raise taxes, which would provide the state with more stable revenue streams than relying heavily on the stock market. Newsom, who has consistently resisted the idea, is trying to stop a proposed tax on billionaires from making it onto the November ballot.

But lawmakers have indicated that they will at least try. As part of a list of priorities in budget talks, Senate Democrats plan to fight for a tax on corporations with a large number of employees who qualify for the state's free or low-cost health care program — which they project will bring in up to $8 billion in revenue for the state. The Assembly said it will "take a hard look at corporate tax loopholes," though only if Democrats fail to retake control of Congress in the November midterms.

Historically, Newsom or his advisors have sat down with leaders of the state Senate and Assembly in the final days of negotiations to resolve lingering sticking points that can sometimes boil down to policy disputes unrelate to fiscal matters — such as last year's last-minute haggling over streamlining housing. Governors often flex their political muscle by tying policy ideas to the budget through so-called trailer bills, which undergo less scrutiny by circumventing the regular legislative process. This year, for instance, Newsom wants to use the budget process to pass an overhaul of the state's education governance system.

Power Players

- Gov. Gavin Newsom: The governor, if he runs for president, would love to be able to say that he left the state in strong economic condition while also funding signature initiatives such as universal school meals and expanding health care access. Doing so while relying on a soaring but unstable revenue source could be a tricky balance.
- Assembly Speaker Robert Rivas: The leader of the Legislature's lower chamber has a larger caucus to wrangle than his counterpart in the Senate. In the past, this had led to more public splits between progressive and moderate Democrats over proposals like hiking taxes, making the Assembly's cautious budget blueprint, that does not immediately call for new revenue sources, particularly notable.
- Senate President Pro Tempore Monique Limón: This will be the Santa Barbara Democrat's first year steering her chamber through budget talks. Her top budget lieutenant, state Sen. John Laird, is also in his first year in the role but previously served as an Assembly budget chair during the Great Recession.

END>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: ***May 20, 2026***

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

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

SUBJECT: **Monthly Report of Finance and Facilities**

I. EXECUTIVE SUMMARY

UNAUDITED FINANCIAL STATEMENTS FOR THE NINE MONTHS ENDED MARCH 31, 2026 (2026 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the nine months ended March 31, 2026. 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 $443 thousand. MHSA operations accounted for approximately $110 thousand 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 2025, Tri-City received MHSA funding of approximately $21.4 million, of which $12.9 million were for approved programs for fiscal 2025-26 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2025. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2025-26. In addition, during this current fiscal year 2025-26 approximately $12.1 million in MHSA funding has been received of which $2.0 million was identified and approved for use in the current fiscal year 2025-26 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately $14.9 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The decrease in net position of approximately $333 thousand is from Clinic outpatient operations, which is the result of operations for the eight months ended March 31, 2026 which includes one-time payments made at the beginning of the year.

The total cash balance at March 31, 2026 was approximately $65.7 million, which represents a decrease of approximately $4.0 million from the June 30, 2025 balance of approximately $69.6 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately $2.3 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately $6.2 million, after excluding intercompany receipts or costs resulting from clinic operations. Total decrease in MHSA cash reflects the receipt of approximately $12.1 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately $9.9 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the nine months ended March 31, 2026. An additional $1.0 million has been received through May 13, 2026.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

We continue to closely monitor for any new developments, changes to legislation and updated revenue projections from CBHDA, specifically with regard to MHSA as these revenues continually fluctuate and as evidenced in the past, significantly differ from original projections as well as revised projections. 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.

Overall Facilities Update:

The new leases have been executed and design work has begun on the new spaces at the 1902 Royalty site. Escrow has closed on the new administrative building at 431 W. Baseline Road, next steps will be preparing to occupy the building, the current tenants vacated the building as of March 31, 2026. Next steps will be brought to Board as they develop.

III. ADMINISTRATIVE UPDATES

External

- Preparation for new reporting requirements under BHSA, final draft of the Integrated Plan has been released, initial comments from DHCS have been addressed and provided back to DHCS
- PERS has started an audit of the reporting of longevity pay (20 different municipalities are included in the audit).
    - The final report has been received and management is working with PERS to make the necessary corrections with the PERS reporting system

Internal

- Preparation for the BHSA Integrated Plan
- Preparation of the Agency-wide Operating Budget for fiscal year 2026-27

IV. ATTACHMENTS

Attachment 5-A: March 31, 2026 Unaudited Monthly Financial Statements

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION

	AT MARCH 31, 2026			AT JUNE 30, 2025		
	TCMH Unaudited	**MHSA Unaudited**	**Consolidated Unaudited**	**TCMH Audited**	**MHSA Audited**	**Consolidated Audited**
Current Assets						
Cash	$ 21,028,139	$ 44,661,589	$ 65,689,727	$ 17,961,366	$ 51,687,939	$ 69,649,305
Accounts receivable, net of reserve for uncollectible accounts $600,456 at March 31, 2026 and $527,386 at June 30, 2025	4,132,823	4,617,276	8,750,099	5,537,192	4,375,601	9,912,793
	25,160,961	49,278,865	74,439,826	23,498,558	56,063,540	79,562,098
Property and Equipment						
Land, building, furniture and equipment	4,095,629	13,244,044	17,339,673	4,232,362	10,168,006	14,400,368
Accumulated depreciation	(2,877,113)	(5,239,592)	(8,116,705)	(2,942,061)	(5,194,991)	(8,137,053)
Rights of use assets-building lease	2,195,359	-	2,195,359	-	-	-
Accumulated amortization-building lease	(300,805)	-	(300,805)	-	-	-
Rights of use assets-SBITA	1,298,467	-	1,298,467	1,298,467	-	1,298,467
Accumulated amortization-SBITA	(897,052)	-	(897,052)	(897,052)	-	(897,052)
Total Property and Equipment	3,514,485	8,004,452	11,518,937	1,691,716	4,973,014	6,664,730
Other Assets						
Deposits and prepaid assets	356,837	287,745	644,582	124,101	62,745	186,846
Note receivable-Housing Development Project	-	2,868,538	2,868,538	-	2,800,000	2,800,000
Total Noncurrent Assets	3,871,322	11,160,735	15,032,057	1,815,817	7,835,759	9,651,576
Total Assests	29,032,284	60,439,599	89,471,883	25,314,375	63,899,299	89,213,674
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	5,355,114	-	5,355,114	5,355,114	-	5,355,114
Total Deferred Outflows of Resources	5,355,114	-	5,355,114	5,355,114	-	5,355,114
Total Assets and Deferred Outflows of Resouces	**$ 34,387,398**	**$ 60,439,599**	**$ 94,826,997**	**$ 30,669,489**	**$ 63,899,299**	**$ 94,568,788**
LIABILITIES						
Current Liabilities						
Accounts payable	779,971	54,368	834,339	624,755	552,315	1,177,070
Accrued payroll liabilities	936,631	130,211	1,066,842	117,583	350,534	468,118
Accrued vacation and sick leave	691,510	1,475,202	2,166,712	636,548	1,292,202	1,928,750
Deferred revenue	227,889	-	227,889	852,457	-	852,457
Reserve for Medi-Cal settlements	4,627,114	4,683,967	9,311,080	4,324,954	4,161,537	8,486,491
Current portion of lease liability	100,269	-	100,269	-	-	-
Current portion of SBITA liability	272,492	-	272,492	272,492	-	272,492
Total Current Liabilities	7,635,875	6,343,749	13,979,624	6,828,789	6,356,588	13,185,378
Intercompany Acct-MHSA & TCMH	718,236	(718,236)	-	(65,052)	65,052	-
Long-Term Liabilities						
Lease liability	1,794,285		1,794,285	-	-	-
SBITA liability	128,923		128,923	128,923	-	128,923
Net pension liability	9,878,611	-	9,878,611	9,878,611	-	9,878,611
Unearned MHSA revenue	-	16,504,825	16,504,825	-	6,358,247	6,358,247
Total Long-Term Liabilities	11,801,819	16,504,825	28,306,644	10,007,534	6,358,247	16,365,781
Total Liabilities	20,155,930	22,130,338	42,286,268	16,771,271	12,779,888	29,551,159
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	12,920,180	12,920,180
Deferred inflows related to the net pension liability	66,044	-	66,044	66,044	-	66,044
Total Deferred Inflow of Resources	66,044	-	66,044	66,044	12,920,180	12,986,224
NET POSITION						
Invested in capital assets net of related debt	1,218,516	8,004,452	9,222,968	1,290,301	4,973,014	6,263,315
Restricted for MHSA programs	-	30,304,810	30,304,810	-	33,226,218	33,226,218
Unrestricted	12,946,907	-	12,946,907	12,541,872	-	12,541,872
Total Net Position	14,165,423	38,309,262	52,474,685	13,832,173	38,199,232	52,031,405
Total Liabilities, Deferred Inflows of Resources and Net Position	**$ 34,387,398**	**$ 60,439,599**	**$ 94,826,997**	**$ 30,669,489**	**$ 63,899,299**	**$ 94,568,788**

Definitions:
TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2026 AND 2025

	PERIOD ENDED 3/31/26			PERIOD ENDED 3/31/25		
	TCMH Unaudited	**MHSA Unaudited**	**Consolidated Unaudited**	**TCMH Audited**	**MHSA Audited**	**Consolidated Audited**
OPERATING REVENUES						
Medi-Cal FFP	$ 2,988,249	$ 4,110,278	$ 7,098,528	$ 3,685,738	$ 5,264,330	$ 8,950,068
Medi-Cal FFP FYE Prior Year	197	9,889	10,086	1,095,125	1,213,292	2,308,417
Medi-Cal SGF-EPSDT	524,063	1,436,453	1,960,516	948,991	1,839,079	2,788,070
Medi-Cal SGF-EPSDT Prior Year	-	385	385	156,884	155,828	312,712
Medicare	10,609	6,575	17,184	7,335	5,991	13,326
Contracts	-	54,364	54,364	-	24,106	24,106
Patient fees and insurance	-	261	261	-	-	-
Rent income - TCMH & MHSA Housing	9,702	41,047	50,749	9,702	60,503	70,206
Other income	657	726	1,382	561	646	1,207
Net Operating Revenues	**3,533,476**	**5,659,977**	**9,193,454**	**5,904,336**	**8,563,775**	**14,468,111**
OPERATING EXPENSES						
Salaries, wages and benefits	7,460,996	15,691,557	23,152,553	6,039,123	13,873,374	19,912,497
Facility and equipment operating cost	490,932	1,490,890	1,981,821	523,911	1,248,515	1,772,426
Client lodging, transportation, and supply expense	13,968	2,076,338	2,090,307	46,194	466,368	512,562
Depreciation & amortization	238,616	503,045	741,661	224,338	469,537	693,875
Other operating expenses	830,918	2,075,376	2,906,294	766,268	1,873,454	2,639,722
Total Operating Expenses	**9,035,430**	**21,837,206**	**30,872,636**	**7,599,834**	**17,931,248**	**25,531,082**
OPERATING (LOSS) (Note 1)	**(5,501,954)**	**(16,177,228)**	**(21,679,182)**	**(1,695,499)**	**(9,367,473)**	**(11,062,971)**
Non-Operating Revenues (Expenses)						
Realignment	4,345,731	-	4,345,731	2,741,513	-	2,741,513
Contributions from member cities & donations	24,000	-	24,000	58,236	-	58,236
MHSA funds	-	14,854,572	14,854,572	-	16,693,035	16,693,035
Grants and Contracts	1,038,412	-	1,038,412	745,393	-	745,393
Rent Income from the new Admin Building		58,532	58,532		-	-
Interest Income net with FMV	427,061	1,374,154	1,801,215	348,266	1,630,428	1,978,693
Total Non-Operating Revenues (Expense)	5,835,204	16,287,258	22,122,462	3,893,407	17,687,690	21,581,097
INCOME (LOSS)	**333,250**	**110,030**	**443,280**	**2,197,909**	**8,320,217**	**10,518,126**
INCREASE (DECREASE) IN NET POSITION	**333,250**	**110,030**	**443,280**	**2,197,909**	**8,320,217**	**10,518,126**
NET POSITION, BEGINNING OF YEAR	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
NET POSITION, END OF MONTH	**$ 14,165,423**	**$ 38,309,261**	**$ 52,474,685**	**$ 12,218,207**	**$ 40,659,399**	**$ 52,877,606**

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

Definitions:
Medi-Cal FFP= Federal Financial Participation Reimbursement
Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.
TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
NINE MONTHS ENDED MARCH 31, 2026 AND 2025

	PERIOD ENDED 3/31/26			PERIOD ENDED 3/31/25		
	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	$ 3,288,198	$ 5,885,259	$ 9,173,457	$ 7,847,186	$ 9,764,015	$ 17,611,201
Cash payments to suppliers and contractors	(1,549,306)	(6,518,067)	(8,067,372)	(1,612,823)	(4,113,473)	(5,726,297)
Payments to employees	(6,586,986)	(15,728,880)	(22,315,866)	(5,441,448)	(14,045,732)	(19,487,180)
	(4,848,094)	(16,361,688)	(21,209,781)	792,915	(8,395,190)	(7,602,276)
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	12,080,970	12,080,970	-	18,164,465	18,164,465
CalHFA-State Administered Projects	-	-	-	-	532	532
Realignment	6,024,107	-	6,024,107	2,741,513	-	2,741,513
Grants and Contracts	699,530	-	699,530	1,763,893	-	1,763,893
	6,747,637	12,080,970	18,828,607	4,563,642	18,164,997	22,728,638
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(30,865)	(3,369,644)	(3,400,509)	(38,400)	(178,136)	(216,536)
Intercompany-MHSA & TCMH	783,288	(783,288)	-	(175,293)	175,293	-
	752,423	(4,221,469)	(3,469,047)	(213,692)	(2,843)	(216,536)
Cash Flows from Investing Activities						
Interest received	430,180	1,531,254	1,961,434	285,449	1,359,132	1,644,580
	430,180	1,531,254	1,961,434	285,449	1,359,132	1,644,580
Net Increase (Decrease) in Cash and Cash Equivalents	3,082,146	(6,970,933)	(3,888,787)	5,428,313	11,126,095	16,554,407
Cash Equivalents at Beginning of Year	17,961,366	51,687,939	69,649,305	11,061,930	36,745,684	47,807,614
Cash Equivalents at End of Month	**$ 21,043,512**	**$ 44,717,005**	**$ 65,760,517**	**$ 16,490,242**	**$ 47,871,779**	**$ 64,362,021**
Cash from the Balance Sheet	**21,028,139**	**44,661,589**	**65,689,727**	**16,522,663**	**48,038,127**	**64,560,791**
YTD Gain/(Loss) from GASB 31 Fair Market Value	**$ (15,373)**	**$ (55,417)**	**$ (70,790)**	**32,421**	**166,348**	**198,769**

Definitions:

TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
NINE MONTHS ENDING MARCH 31, 2026
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	$ 3,292,505	$ 6,667,379	$ (3,374,874)	$ 4,525,283	$ 7,873,499	$ (3,348,215)	$ 7,817,788	$ 14,540,878	$ (6,723,090)
Medi-Cal FFP Prior Year	215	-	215	10,784	-	10,784	10,998	-	10,998
Medi-Cal SGF-EPSDT	571,497	680,006	(108,508)	1,566,470	1,705,791	(139,321)	2,137,967	2,385,797	(247,829)
Medi-Cal SGF-EPSDT Prior Year	-	-	-	420	-	420	420	-	420
Medicare	10,609	7,125	3,484	6,575	3,750	2,825	17,184	10,875	6,309
Patient fees and insurance	-	-	-	261	-	261	261	-	261
Contracts	-	-	-	54,364	-	54,364	54,364	-	54,364
Rent income - TCMH & MHSA Housing	9,702	10,152	(450)	41,047	69,465	(28,418)	50,749	79,617	(28,868)
Other income	657	-	657	726	-	726	1,382	-	1,382
Provision for contractual disallowances	(351,690)	(597,245)	245,555	(545,022)	(957,929)	412,908	(896,712)	(1,555,175)	658,463
Provision for contractual disallowances prior year	(18)	-	(18)	(930)	-	(930)	(948)	-	(948)
Net Operating Revenues	**3,533,476**	**6,767,417**	**(3,233,940)**	**5,659,977**	**8,694,575**	**(3,034,598)**	**9,193,454**	**15,461,992**	**(6,268,538)**
OPERATING EXPENSES									
Salaries, wages and benefits	7,460,996	8,799,114	(1,338,119)	15,691,557	19,578,474	(3,886,917)	23,152,553	28,377,589	(5,225,036)
Facility and equipment operating cost	490,932	452,501	38,431	1,490,890	1,271,930	218,960	1,981,821	1,724,430	257,391
Client program costs	13,968	40,002	(26,034)	2,076,338	460,107	1,616,231	2,090,307	500,109	1,590,198
Grants	146,328	988,698	(842,370)	126,845	100,237	26,608	273,173	1,088,935	(815,761)
MHSA training/learning costs	-	-	-	57,273	72,728	(15,455)	57,273	72,728	(15,455)
Depreciation & amortization	238,616	136,065	102,551	503,045	456,980	46,065	741,661	593,045	148,617
Other operating expenses	684,590	535,040	149,550	1,891,258	1,788,279	102,979	2,575,848	2,323,319	252,529
Total Operating Expenses	**9,035,430**	**10,951,420**	**(1,915,990)**	**21,837,206**	**23,728,734**	**(1,891,529)**	**30,872,636**	**34,680,155**	**(3,807,519)**
OPERATING INCOME (LOSS)	**(5,501,954)**	**(4,184,004)**	**(1,317,950)**	**(16,177,228)**	**(15,034,159)**	**(1,143,069)**	**(21,679,182)**	**(19,218,163)**	**(2,461,019)**
Non-Operating Revenues (Expenses)									
Realignment	4,345,731	2,741,513	1,604,219	-	-	-	4,345,731	2,741,513	1,604,219
Contributions from member cities & donations	24,000	70,236	(46,236)	-	-	-	24,000	70,236	(46,236)
MHSA Funding	-	-	-	14,854,572	14,854,572	-	14,854,572	14,854,572	-
Grants and contracts	1,038,412	1,956,903	(918,491)	-	-	-	1,038,412	1,956,903	(918,491)
Rent Income from the new Admin Building	-	-	-	58,532	-	58,532	58,532	-	58,532
Interest (expense) income, net	427,061	355,636	71,425	1,374,154	1,666,215	(292,061)	1,801,215	2,021,851	(220,636)
Total Non-Operating Revenues (Expense)	**5,835,204**	**5,124,287**	**710,917**	**16,287,258**	**16,520,787**	**(233,529)**	**22,122,462**	**21,645,074**	**477,388**
INCREASE(DECREASE) IN NET POSITION	**$ 333,250**	**$ 940,284**	**$ (607,033)**	**$ 110,030**	**$ 1,486,628**	**$ (1,376,598)**	**$ 443,280**	**$ 2,426,911**	**$ (1,983,632)**

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2026

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 the budget by approximately $6.3 million for the following reasons:

1. **Medi-Cal FFP revenues for FY 2025-26** were $6.7 million lower than the budget. Medi-Cal FFP revenues were approximately $3.4 million lower for TCMH and $3.3 million lower for MHSA. At TCMH, the adult program revenues were lower than the budget by $2.3 million and the children program revenues were lower by $1.1 million. For MHSA, the adult and older adult FSP programs were lower than budget by $2.5 million and the Children and TAY FSP programs were lower by $806 thousand.

2. **Medi-Cal SGF-EPSDT revenues for fiscal year 2025-26** were lower than budget by $248 thousand of which approximately $109 thousand lower were from TCMH and $139 thousand lower were from MHSA. SGF-EPSDT relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.

3. **Medicare revenues** are $6 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 approximately $54 thousand higher than the budget from MHSA.

5. **Rent Incomes** are lower than the budget by $29 thousand. 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 2025-26 was lower than budget by $658 thousand due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by $3.8 million for the following reasons:

1. **Salaries and benefits** are $5.2 million lower than the budget and of that amount, salaries and benefits are $1.3 million lower for TCMH operations and are $3.9 million lower for MHSA operations. These variances are due to the following:

   TCMH salaries are lower than the budget by $687 thousand due to vacant positions. Benefits are also lower by $651 thousand.

   MHSA salaries are lower than budget by $2.6 million. The direct program salary costs are lower by $1.4 million due to vacant positions and the administrative salary costs are lower than the budget by $1.2 million. Benefits are lower than the budget by $1.3 million due to lower health insurance of $429 thousand, retirement costs of $723 thousand, state unemployment insurance of $108 thousand and medicare tax of $43 thousand. These lower costs are slightly offset by higher workers compensation insurance.

2. **Facility and equipment operating costs** were higher than the budget by $257 thousand mainly due to the Laptop Refresh project replacing over 230 new laptops for all staff, funded by CFTN plan.

3. **Client program costs** are higher than the budget by $1.6 million due to a payment of $1.9 million to the City of Pomona's Hope for Home Year-Round Emergency Shelter for the exclusive 71 beds to support emergency shelter for TCMHA clients.

4. **Grants for fiscal year 2025-26** are $816 thousand lower than the budget. These are the sub-grants awarded under the Mental Health Student Services Act program and the community grants under the MHSA PEI Community Wellbeing project.

5. **MHSA learning and training costs** are $15 thousand lower than the budget.

6. **Depreciation and amortization** are approximately $149 thousand higher than the budget.

7. **Other operating expenses** were higher than the budget by $253 thousand of which $150 thousand higher were from TCMH and $103 thousand higher were from MHSA. Overall, the higher costs were due to higher security expense, personnel recruiting costs and liability insurance. These higher costs are offset with lower attorney fees.

TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2026

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:
TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)
MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by approximately $477 thousand as follows:

1 **TCMH non-operating revenues** are $711 thousand higher than the budget. Of that, realignment fund was higher than the budget by $1.6 million due to the State's reconciliation of Sales Tax and Vehicle License Fee for fiscal years 2023-24 and 2024-25. Contributions from member cities were lower by $46 thousand, grants and contracts were lower by $918 thousand, and lastly, interest income net with fair market value was higher than budget by $71 thousand.

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

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

	Actual	Budget	Variance
CSS funds received and available to be spent	$ 10,424,618	$ 10,424,618	$ -
PEI funds received and available to be spent	3,408,921	3,408,921	-
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	1,021,033	1,021,033	-
Non-operating revenues recorded	$ 14,854,572	$ 14,854,572	$ -

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

Rent Income from the New Admin Building is $59 thousand since the close of escrow of the newly purchased building on 431 W. Baseline Rd., Claremont on January 15, 2026. It was agreed that the tenant continue to occupy the space until end of March.

Interest income for MHSA net with Fair Market Value is lower than budget by approximately $292 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2026 AND 2025

	PERIOD ENDED 3/31/26			PERIOD ENDED 3/31/25		
	TCMH Unaudited	**MHSA Unaudited**	**Consolidated Unaudited**	**TCMH Audited**	**MHSA Audited**	**Consolidated Audited**
REVENUES						
Medi-Cal FFP, net of reserves	$ 2,988,249	$ 4,110,278	$ 7,098,528	$ 3,685,738	$ 5,264,330	$ 8,950,068
Medi-Cal FFP FYE Prior Year	197	9,889	10,086	1,095,125	1,213,292	2,308,417
Medi-Cal SGF-EPSDT	524,063	1,436,453	1,960,516	948,991	1,839,079	2,788,070
Medi-Cal SGF-EPSDT Prior Year	-	385	385	156,884	155,828	312,712
Medicare	10,609	6,575	17,184	7,335	5,991	13,326
Realignment	4,345,731	-	4,345,731	2,741,513	-	2,741,513
MHSA funds	-	14,854,572	14,854,572	-	16,693,035	16,693,035
Grants and contracts	1,038,412	54,364	1,092,776	745,393	24,106	769,499
Contributions from member cities & donations	24,000	-	24,000	58,236	-	58,236
Patient fees and insurance	-	261	261	-	-	-
Rent income - TCMH & MHSA Housing	9,702	41,047	50,749	9,702	60,503	70,206
Rent Income from the new Admin Building	-	58,532	58,532	-	-	-
Other income	657	726	1,382	561	646	1,207
Interest Income	427,061	1,374,154	1,801,215	348,266	1,630,428	1,978,693
Total Revenues	**9,368,680**	**21,947,235**	**31,315,916**	**9,797,743**	**26,251,465**	**36,049,208**
EXPENSES						
Salaries, wages and benefits	7,460,996	15,691,557	23,152,553	6,039,123	13,873,374	19,912,497
Facility and equipment operating cost	490,932	1,490,890	1,981,821	523,911	1,248,515	1,772,426
Client lodging, transportation, and supply expense	13,968	2,076,338	2,090,307	46,194	466,368	512,562
Depreciation & amortization	238,616	503,045	741,661	224,338	469,537	693,875
Other operating expenses	830,918	2,075,376	2,906,294	766,268	1,873,454	2,639,722
Total Expenses	**9,035,430**	**21,837,206**	**30,872,636**	**7,599,834**	**17,931,248**	**25,531,082**
INCREASE (DECREASE) IN NET POSITION	**333,250**	**110,030**	**443,280**	**2,197,909**	**8,320,217**	**10,518,126**
NET POSITION, BEGINNING OF YEAR	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
NET POSITION, END OF MONTH	**$ 14,165,423**	**$ 38,309,261**	**$ 52,474,685**	**$ 12,218,207**	**$ 40,659,399**	**$ 52,877,606**

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

Definitions:
Medi-Cal FFP= Federal Financial Participation Reimbursement
Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.
TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: ***May 20th, 2026***

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

FROM: ***Liz (Elizabeth) Renteria, Chief Clinical Officer***

SUBJECT: **May 2026 Staff Report for MHSA**

I. EXECUTIVE SUMMARY

Tri-City held it's Public Hearing for the Behavioral Health Services Act (BHSA) 3-Year Integrated Plan for Fiscal Years 2026-29 on April 14th during the regular meeting of the Behavioral Health Commission. The plan was endorsed by the Commission and approved/adopted by the Governing Board on April 15th.

Tri-City outreach efforts included Community Navigators tabling at the following events: a Health and Wellness Fair hosted in Pomona, Emerson Elementary School's Open House, and Día del Niño hosted at Dr. Martin Luther King Jr. Park in Pomona. The program also focused on inviting community members to Tri-City's Public Hearing for the BHSA Integrated Plan on April 14th.

In April, the recruitment marketing project advanced into its production phase. Filming took place at the start of the month across multiple TCMHA locations, including the Therapeutic Community Garden, Adult Outpatient Clinic, Wellness Center, and Children & Family Outpatient Clinic.

Innovations Psychiatric Advance Directives (PADs) collaboration efforts with Pomona Valley Hospital Medical Center began with discussions regarding hospital-based PADs training and implementation. Innovation also delivered brief educational presentations to 15 Wellness Center groups to introduce Psychiatric Advance Directives and inform participants about available support options.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

Recruitment Video Production and Digital Age Campaign Project Update
In April's production phase, video content centers on TCMHA's mission, staff experience, organizational culture, and community impact, featuring interviews and supplementary footage with clinical personnel such as mobile crisis care staff, outreach and engagement staff, a psychiatrist, peer support specialists, behavioral health specialists, as well as the Executive Director.

PADs Convening
During the convening, Tri-City's outreach and marketing efforts were highlighted during a subcontractor presentation focused on community engagement strategies. Tri-City's tailored social media videos and graphics developed to promote PADs awareness were showcased as examples of innovative and replicable outreach methods that other counties could adapt to increase awareness and participation within their own communities.

Community Planning Process: Be a Voice for Change Campaign
The Community Planning Process Innovation Project was notified by DayDream Communications, our marketing partner for the project, that the Be a Voice for Change campaign was honored with a Gold Award of Excellence from the 32nd Annual Communicator Awards in the Non-Profit category.
https://www.communicatorawards.com/winners/winners-gallery/?event=1099&search=be%20a%20voice%20for%20change&id=661701

WET Highlights
Staff had the opportunity to attend 7 different trainings and travel to 3 different conferences. Service Learners received two new applications and both are moving forward with the onboarding process. The Service Learner Program and Peer Mentor programs were promoted by WET at an event at the University of La Verne.

Wellness Center
The Center has been preparing to reintroduce AlaNon groups at the Center in Spanish beginning June 2026.

Social Media
In April our social media team focused on posting more video content as video content seems to be what our community engages with the most. Daydream communications is currently running ad's to encourage folks to attend our governing board meeting, utilizing trends has assisted the algorithm suggest our content to new followers, leading them to get involved and interacting with our content.

Instagram

Metrics	January	February	March	April
Reach	760	1.2K	3.9k	2.8k
Interactions	195	376	651	875
Views	9.0K	10.7K	21.0k	21.3k
Visits	218	220	345	299

Facebook

Metrics	January	February	March	April
Viewers	363	1.2K	1.2k	155.k
Interactions	21	43	56	254
Views	1.3K	3.4K	3.2k	109.k

Visits	231	229	191	264

Videos

Metrics	January	February	March	April
Number of Videos	5	5	6	6

Postings

Metrics	January	February	March	April
Total Postings	9	15	20	17

PEI

Community Mental Health Training: During the month of April, Community Mental Health Training staff provided the following presentations: Community Resiliency Model (CRM) for staff from Engage, Mental Health First Aid (MHFA) for staff from TELACU, and Adverse Childhood Experiences (ACEs) for the Tri-City Community.

Number of trainings/presentations	Number of participants/attendees
3	61

Community Wellbeing Grants: Current grantees submitted their 3rd quarter reports and will receive their final 4th quarter check this month. Throughout the month, program staff conducted one-on-one meetings with grantees to address questions, provide guidance, discuss challenges, and share relevant resources.
Applicants for the Community Wellbeing Grant FY 26-27 submitted their proposals on April 13th. Program staff received a total of 38 applications. There was representation from all three Tri-City areas, 26 from Pomona, 1 from La Verne and 11 from Claremont. Application reviews took place on April 29, 30, and May 7th to finalize the new cohort for FY 26-27. The Governing Board report will be completed and submitted for review and approval of the new Community Wellbeing Grantees.

Stigma Reduction: In the month of April, Stigma Reduction staff organized a Suicide Postvention Training in partnership with Youth Creating Change (YCC). YCC is a non-profit organization dedicated to placing young people's voices and creativity at the center of suicide prevention, mental health, and substance use programming. Approximately 25 community partners from K-12 and private colleges in the Tri-City area participated in this training. Program staff participated in 2 Health Fairs based in Claremont and the other in Pomona engaging with approximately 60 individuals. The Mindful Matters event at Scripps College on April 9 promoted mental health awareness and services that students have access to, and program staff engaged with over 60 students. On April 24, Scripps College held another mental health event called Be Well Fridays where community partners offered a self-care activity to help students learn about stress management in preparation for finals week. There were 20 students that were engaged with program staff.

Diversity Equity and Inclusion
Connect and Play student parent program at Cal Poly Pomona, invited staff to facilitate a Wellness Bingo activity. The session provided student parents with an engaging, interactive space to explore practical wellness strategies through a game designed to highlight positive coping techniques that can be woven into everyday routines. More than 16 participants attended the event, many of whom shared that the wellness reminders were especially meaningful as they navigate the dual responsibilities of school and parenting. Several students also noted that some of the coping strategies introduced were new to them and sparked ideas for enhancing their wellbeing and that of their children.

III. INTERAGENCY COLLABORATION / COMMUNITY PARTNERSHIPS

Collaboration occurred with universities in all three cities during the month of April including the University of La Verne, Cal Poly Pomona and Scripps College in Claremont. Additional collaborations and partnerships included TECLU, Engage, David and Margaret, The Los Angeles Education Partnership (LAEP) at Harrison Elementary, Emerson Elementary School, Dia del Nino, Pomona Valley Hospital Medical Center, Pomona Valley Pride, Youth Creating Change (YCC), and more.

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: ***May 20, 2026***

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

FROM: **Seeyam Teimoori, MD, Medical Director**

SUBJECT: **Monthly Report for the Psychiatry Department**

I. EXECUTIVE SUMMARY

The Psychiatry Department prioritizes strengthening clinical risk management and patient safety practices within outpatient psychiatric care. As clinical acuity continues to increase across service lines, the department focused on enhancing psychiatrists' competency in identifying, assessing, and managing risk across the continuum of care.

Targeted training and structured guidance were implemented to reinforce consistent clinical decision-making, ethical standards, and liability awareness. These efforts support a more standardized approach to high-risk patient management, improve documentation practices, and reduce variability in clinical responses to safety concerns. Collectively, these initiatives align with the organization's commitment to high-quality, ethically grounded care, and risk mitigation.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

- High-Risk Patient Management Training:

  Delivered outpatient risk management training based on the APA course "Managing Outpatient Risk: From Routine Care to High-Risk Patients," emphasizing standardized risk assessment, escalation/consultation pathways, and documentation practices to support safe care for high-acuity clients.

- Professional Risk Management Education:

Distributed key educational resources addressing malpractice, ethics, and Tarasoff-related duties, with staff acknowledgment requested to support consistent practice expectations and shared accountability in clinical decision-making.

- Clinical Case Review and Reinforcement of Timely Reporting:

Conducted a focused clinical follow-up regarding timely Tarasoff notification steps and documentation expectations to support patient and public safety and reinforce standardized response when risk thresholds are met.

III. INTERAGENCY COLLABORATION

- Collaboration with The Best Practices Department on the billing accuracy and client service hours initiatives.
- Collaboration with the executive team in developing policies, procedures, and job descriptions.

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: May 20, 2026

TO: Governing Board of Tri-City Mental Health Authority
Ontson Placide, LMFT, Executive Director

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

SUBJECT: Monthly Report of Best Practices Department

I. EXECUTIVE SUMMARY

Certification for Substance Use Prevention and Treatment (SUPT) Services - The Department of Healthcare Services (DHCS) will start the next phase of the SUPT certification process with an initial virtual site visit in May 2026. This step is essential to continue our agency's progress towards becoming a certified Alcohol and Other Drug Program with DHCS.

Electronic Health Record - The agency is moving forward with proposing an Electronic Health Record that has been evaluated as a worthy option to meet our agency's Electronic Health Record needs.

BHSA Transition – The Best Practices division staff continue to develop E.H.R. Documentation, Data, and Compliance workflow process updates and changes, to prepare for the approaching BHSA transition.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

Consumer Perception Surveys - The agency quality improvement team will oversee the Consumer Perception Survey (CPS) data collection process, which will start in May. Specialty Mental Health Service providers within the Los Angeles County Mental Health Plan (LACDMH), are required to participate in and report on Consumer Perception Surveys. These surveys gather feedback from clients about their experiences with services. Surveys will be conducted in person, by telephone, and via QR codes that will link them to an online survey. Results will be reported to LACDMH and will also be used for internal quality improvement efforts.

Network Adequacy – Best Practice division staff have developed and launched training materials for network adequacy and timely access updates. State and federal laws require that all health plans uphold network adequacy standards, to ensure that clients can access health care services in a timely manner.

Program Reviews and Chart Audits - Quality Assurance staff continue to complete chart reviews and monitor the quality of services and documentation, ongoing. Quality assurance will also be launching expanded layers in their review process to ensure accountability with documentation and claiming oversight.

Training and In-Service - Best Practice division staff continue to provide ongoing quality documentation training, compliance training, as well as electronic health record training. The purpose of quality documentation and compliance training is to ensure that new service providers have a solid foundational understanding of quality documentation, compliance mandates, and claiming regulations and requirements. The purpose of electronic health record training is to ensure that service providers understand how to use and navigate the electronic health record.

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 20, 2026**

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

FROM: **Ontson Placide, Executive Director**

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

SUBJECT: **Establishing the Alcohol and Other Drug (AOD) Counselor – Registered, AOD Counselor I, AOD Counselor II, Wraparound Coach, Wraparound Facilitator, Nurse Supervisor, Registered Nurse, Group Services Coordinator, Peer Support Specialist – TAY, Outreach Coordinator – AFBS, and Outreach Coordinator – TAY Classifications; Revising the Behavioral Health Worker I/II, JPA Administrator/Clerk, and Deputy Director Classifications**

Summary:

Staff recommends that the Governing Board approve revisions to the Behavioral Health Worker I/II, JPA Administrator/Clerk, and Deputy Director classifications and establish the following new classifications:

Effective May 20, 2026:

- JPA Administrator/Clerk (revised)
- Deputy Director (revised)

Effective July 1, 2026:

- Alcohol and Other Drug (AOD) Counselor – Registered
- Alcohol and Other Drug (AOD) Counselor I
- Alcohol and Other Drug (AOD) Counselor II
- Wraparound Coach
- Wraparound Facilitator
- Nurse Supervisor
- Registered Nurse
- Group Services Coordinator
- Peer Support Specialist – TAY
- Outreach Coordinator – AFBS
- Outreach Coordinator – TAY

These actions support Tri-City Mental Health Authority's ongoing workforce development efforts, Behavioral Health Services Act (BHSA) implementation requirements, Medi-Cal documentation and service delivery standards, and expansion of integrated behavioral health and children's system of care services.

The proposed classifications establish clearer career pathways, improve alignment with California Department of Health Care Services (DHCS) requirements, support recruitment and retention efforts, and strengthen operational readiness for evolving behavioral health service expectations.

The newly proposed classifications for Nurse Supervisor, Registered Nurse, Group Services Coordinator, Peer Support Specialist – TAY, Outreach Coordinator – AFBS, and Outreach Coordinator – TAY are being established as part of the Authority's BHSA transition planning and expansion of service delivery models.

The proposed revisions to the Behavioral Health Worker I/II classification modernize and clarify the role of non-clinical behavioral health support staff by distinguishing paraprofessional support duties from clinical or rehabilitative functions, while continuing to support recovery-oriented service delivery and client engagement.

The proposed revisions to the JPA Administrator/Clerk classification are recommended due to a vacancy created by a recent retirement and are intended to modernize and clarify the position responsibilities.

The proposed revisions to the Deputy Director, formerly the Deputy Chief Clinical Officer classification, are recommended to support additional positions and expanded operational responsibilities associated with the BHSA transition.

Background:

Staff conducted a review of several classifications to support workforce development, Behavioral Health Services Act (BHSA) transition planning, Medi-Cal documentation standards, and expansion of behavioral health services.

The proposed AOD Counselor series replaces the Authority's current single-class Counselor position and establishes a multi-level career ladder designed to support employee development, recruitment and retention, and expansion of substance use disorder treatment services. The proposed series currently includes the AOD Counselor – Registered, AOD Counselor I, and AOD Counselor II classifications, with a future AOD Counselor III classification anticipated to support advanced clinical practice and program growth. The revised series aligns with DHCS credentialing requirements and evolving Medi-Cal behavioral health standards.

The proposed revisions to the Behavioral Health Worker I/II classification clarify the role of paraprofessional support staff by distinguishing non-clinical support functions from clinical or rehabilitative services while supporting recovery-oriented client engagement and service coordination.

The proposed Wraparound Coach and Wraparound Facilitator classifications support implementation of High-Fidelity Wraparound services and strengthen care coordination, fidelity monitoring, workforce development, and family-centered service delivery within the Children's System of Care.

The proposed Nurse Supervisor and Registered Nurse classifications support expanded nursing, medication support, and integrated healthcare coordination services associated with BHSA implementation and evolving behavioral health service delivery requirements.

The proposed Group Services Coordinator classification supports expanded group-based behavioral health programming, coordination of services, and program implementation efforts.

The proposed Peer Support Specialist – TAY and Outreach Coordinator – TAY classifications support expansion of Transitional Age Youth (TAY) outreach, engagement, peer support, and linkage services.

The proposed Outreach Coordinator – AFBS classification supports outreach and engagement services associated with AFBS program expansion and BHSA implementation activities.

The proposed revisions to the JPA Administrator/Clerk classification modernize the position specification following a vacancy due to retirement and provide clarification regarding administrative and clerical support responsibilities.

The proposed revisions to the Deputy Chief Clinical Officer classification support organizational restructuring and expanded leadership responsibilities associated with BHSA transition implementation and the addition of new positions and programs.

<u>Fiscal Impact</u>:

The fiscal impact associated with these classification actions will vary depending on future staffing allocations, recruitment activity, and budgeted program expansion.

The proposed classifications are intended to support operational and programmatic needs already contemplated through existing and future program budgets. Recommended salary ranges for the newly established classifications and revised classifications will be presented separately for Governing Board consideration and incorporation into the Master Classification and Salary Schedule.

The revisions to the JPA Administrator/Clerk and Deputy Director classifications do not include any proposed salary changes, and the salary ranges for both classifications will remain the same.

There is no immediate fiscal impact associated solely with approval of the classification specifications.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 856 to approve revisions to the Master Classification and Salary Schedule by:

- Revising the JPA Administrator/Clerk and Deputy Director classifications effective May 20, 2026;
- Revising the Behavioral Health Worker I/II classification effective July 1, 2026; and
- Establishing the Alcohol and Other Drug (AOD) Counselor – Registered, AOD Counselor I, AOD Counselor II, Wraparound Coach, Wraparound Facilitator, Nurse Supervisor, Registered Nurse, Group Services Coordinator, Peer Support Specialist – TAY, Outreach Coordinator – AFBS, and Outreach Coordinator – TAY classifications effective July 1, 2026.

Attachments

Attachment 8-A: Resolution No. 856 - DRAFT

Attachment 8-B: Alcohol & Other Drugs (AOD) Counselor Job Description

Attachment 8-C: Alcohol & Other Drugs (AOD) Counselor I Job Description

Attachment 8-D: Alcohol & Other Drugs (AOD) Counselor II Job Description

Attachment 8-E: Behavioral Health Worker I/II Job Description – DRAFT

Attachment 8-F: Behavioral Health Worker I/II Job Description - FINAL

Attachment 8-G: Deputy Director Job Description – DRAFT

Attachment 8-H: Deputy Director Job Description - FINAL

Attachment 8-I: Group Services Coordinator Job Description

Attachment 8-J: Joint Powers Authority (JPA) Administrator/Clerk Job Description - DRAFT

Attachment 8-K: Joint Powers Authority (JPA) Administrator/Clerk Job Description - FINAL

Attachment 8-L: Nurse Practitioner Supervisor Job Description

Attachment 8-M: Outreach Coordinator Assertive Field-Based Services (AFBS) Job Description

Attachment 8-N: Outreach Coordinator Direct Link Job Description

Attachment 8-O: Peer Support Specialist I/II – Transition Age Youth Job Description

Attachment 8-P: Registered Nurse Job Description

Attachment 8-Q: Wraparound Coach Job Description

Attachment 8-R: Wraparound Facilitator Job Description

RESOLUTION NO. 856

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE ALCOHOL AND OTHER DRUG (AOD) COUNSELOR – REGISTERED, AOD COUNSELOR I, AOD COUNSELOR II, WRAPAROUND COACH, WRAPAROUND FACILITATOR, NURSE SUPERVISOR, REGISTERED NURSE, GROUP SERVICES COORDINATOR, PEER SUPPORT SPECIALIST – TAY, OUTREACH COORDINATOR – AFBS, AND OUTREACH COORDINATOR – TAY CLASSIFICATIONS; REVISING THE BEHAVIORAL HEALTH WORKER I/II, JPA ADMINISTRATOR/CLERK, AND DEPUTY DIRECTOR CLASSIFICATIONS

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") conducted a review of several classifications to support workforce development, Behavioral Health Services Act (BHSA) transition planning, Medi-Cal documentation standards, and expansion of behavioral health services.

B. The Authority desires to revise the Behavioral Health Worker I/II, JPA Administrator/Clerk, and Deputy Director classifications to modernize position responsibilities, clarify operational expectations, and support organizational restructuring and service delivery needs.

C. The Authority further desires to establish the following new classifications to support operational readiness, workforce development, and evolving behavioral health service delivery requirements:

- Alcohol and Other Drug (AOD) Counselor – Registered
- Alcohol and Other Drug (AOD) Counselor I
- Alcohol and Other Drug (AOD) Counselor II
- Wraparound Coach
- Wraparound Facilitator
- Nurse Supervisor
- Registered Nurse
- Group Services Coordinator
- Peer Support Specialist – TAY
- Outreach Coordinator – AFBS
- Outreach Coordinator – TAY

D. The proposed classifications and revisions support the Authority's continued compliance with California Department of Health Care Services (DHCS) requirements, Behavioral Health Services Act implementation efforts, and expansion of integrated behavioral health and children's system of care services.

E. The Governing Board finds that approval of these classification actions supports recruitment and retention efforts, establishes clearer career pathways, and strengthens operational and programmatic capacity.

2. Action

The Governing Board hereby approves revisions to the Master Classification and Salary Schedule by:

- Revising the JPA Administrator/Clerk and Deputy Director classifications effective May 20, 2026;
- Revising the Behavioral Health Worker I/II classification effective July 1, 2026; and
- Establishing the following classifications effective July 1, 2026:
    - Alcohol and Other Drug (AOD) Counselor – Registered
    - Alcohol and Other Drug (AOD) Counselor I
    - Alcohol and Other Drug (AOD) Counselor II
    - Wraparound Coach
    - Wraparound Facilitator
    - Nurse Supervisor
    - Registered Nurse
    - Group Services Coordinator
    - Peer Support Specialist – TAY
    - Outreach Coordinator – AFBS
    - Outreach Coordinator – TAY

[Continues on Page 3]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on May 20, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

ALCOHOL & OTHER DRUGS (AOD) COUNSELOR - REGISTERED (R)

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: NON-EXEMPT

DEFINITION:

Under general supervision, the Alcohol and Other Drug (AOD) Counselor provides counseling and related support services to individuals and families affected by substance use disorders, including those with cooccurring conditions. Incumbents perform a range of client services such as screening, intake, assessment support, treatment planning, individual and group counseling, psychoeducation, case management support, client engagement, and referral to appropriate levels of care, consistent with their registration or certification status. Positions in this classification participate as members of multidisciplinary treatment teams and collaborate with internal and external service providers to support client stabilization, recovery-oriented outcomes, and harm reduction goals. Duties are performed in accordance with applicable laws and regulations, professional standards, agency policies, and the incumbent's authorized scope of practice and level of supervision.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from assigned supervisory or management personnel. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

A Registered AOD Counselor is an entry level classification intended for individuals who are registered with a DHCS approved certifying organization and are actively working toward certification. Registered AOD Counselors provide substance use disorder services under close supervision, with clinical work limited by training and registration status, and do not practice independently. Positions at this level exercise limited judgment and initiative in their assigned tasks, receive a high level of supervision and instruction and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF ESSENTIAL DUTIES:

Essential duties include, but are not limited to, the following:

- Under close supervision, conducts screenings and intakes and assists with assessments and treatment planning for clients with substance use disorders and co-occurring conditions, consistent with registration status and training level, in office and community settings.

- Provides individual and group counseling services and psychoeducation in accordance with established treatment plans and protocols; assists with crisis intervention and stabilization activities under supervision; observes and reports client progress, concerns, and changes in functioning to supervising staff.
- Supports case management activities, including assisting clients with problem resolution and coordination services; helps facilitate referrals and linkages to detoxification, residential, outpatient treatment programs, sober living facilities, and other community resources, as directed.

- Encourages and supports client engagement in treatment, recovery-oriented services, and/or harm reduction interventions; assists with outreach efforts and supports clients in identifying and addressing barriers to participation in services.

- Assists clients and families in understanding substance use disorders, cooccurring conditions, addiction, and the recovery process through delivery of structured education and support using evidence-based approaches such as harm reduction and motivational interviewing, within scope of training.

- Participates as a member of multidisciplinary treatment teams by sharing observations and relevant client information; supports care coordination efforts and assists clients in maintaining cooperative and effective relationships with treatment providers and team members.

- Attends and participates in supervision, trainings, case consultations, utilization review activities, and team meetings to develop clinical skills, ensure service quality, and support compliance with program requirements.

- Maintains accurate, timely, and complete documentation of services and activities in accordance with program policies, DHCS, and Medi-Cal requirements; submits documentation for required supervisory review and co-signature.

- Maintains client confidentiality in compliance with HIPAA, 42 CFR Part 2, and all applicable laws, regulations, and agency policies.

- Observes and complies with all agency safety rules, regulations, policies, and procedures, including professional conduct and drug-free workplace requirements.

- Performs related duties as required.

QUALIFICATIONS:

This classification is part of California's Substance Use Disorder (SUD) / Alcohol and Other Drug (AOD) Counselor certification pathway. Qualification is based on possession of the education, training, and credentialing required by the State of California for the applicable counselor level, as established through registration or certification with a California Department of Health Care Services (DHCS)-approved certifying organization. Training, education, and experience requirements vary by level and reflect increasing scope, responsibility, and independence of practice.

Education and Experience

Education:

- Equivalent to a High School Diploma or GED and;

Experience:

- One (1) year of paid or volunteer experience providing support services in a substance use disorder treatment, behavioral health, or related human services setting. Bilingual ability in a threshold language is preferred.

Licenses and Certifications

- Possession of a valid registration as a Substance Use Disorder (SUD) Counselor or equivalent Alcohol and Other Drug (AOD) Counselor registration issued by a California Department of Health Care Services (DHCS) approved certifying organization, to be maintained throughout employment. Qualifying registrations include, but are not limited to:
    - CAADE – Registered Addiction Counselor (RAC)
    - CADTP – Substance Use Disorder Registered Counselor (SUDRC)
    - CCAPP – Registered Alcohol Drug Technician (RADT)
- For positions assigned to field-based services:
    - Ability to travel independently within the Tri-City and surrounding service areas to provide community-based services. Possession of a valid California Driver's License, a satisfactory driving record, and proof of a properly registered and insured vehicle, may be required if operating a personal or Authority vehicle.
- For office-based assignments:
    - No driver's license requirement unless reassigned to a field-based role.

Knowledge of:

- Basic concepts related to the psychological, physiological, social, and behavioral aspects of substance use disorders and recovery.
- Foundational principles and methods of alcohol and other drug (AOD) counseling and prevention, including screening, intake, psychoeducation, client engagement, and supportive counseling, as applied under supervision.
- General awareness of medications used in the treatment of substance use disorders and their purpose, effects, and limitations, as appropriate to a non-medical role.
- Basic principles of crisis response and de-escalation, including recognizing signs of distress and following established protocols to obtain supervisory or emergency assistance.
- Introductory techniques for interviewing clients and gathering information to assist with assessments and service planning under supervision.

- Methods of observing, recording, and accurately documenting client behaviors, participation, and progress in accordance with program standards.
- Fundamental principles of direct client service delivery, including professionalism, ethical conduct, and maintenance of appropriate boundaries.
- Basic case management concepts, including referral processes, care coordination support, and required client documentation.
- Cultural, social, and environmental factors that may affect substance use, engagement in services, and recovery.
- Community based and governmental resources commonly used to support individuals and families accessing behavioral health and AOD services.
- Common barriers and basic needs experienced by individuals and families seeking behavioral health services, including cultural and access related challenges.
- Applicable federal, state, and local laws and regulations relevant to assigned duties, including confidentiality requirements such as HIPAA and 42 CFR Part 2, as applicable.
- Agency and mandated safety rules, regulations, and protocols related to service delivery and workplace conduct.
- Basic customer service principles for interacting respectfully and effectively with clients, families, community partners, and agency staff.
- Basic written and verbal communication principles in English, including spelling, grammar, and composition sufficient for documentation and professional communication.
- Common office equipment and computer applications used for documentation, communication, and coordination of services.

Ability to:

- Assist with screenings, intakes, and assessments and support treatment planning activities under close supervision and established protocols.
- Provide individual and group counseling support and psychoeducation consistent with training level and under supervision.
- Follow established treatment plans and program guidelines rather than independently designing treatment interventions.
- Assist clients in identifying barriers to treatment and support engagement in services with guidance from supervising staff.
- Explain agency programs, services, and procedures to clients and families in a clear and respectful manner.
- Establish and maintain rapport with clients and families from diverse cultural, ethnic, and socioeconomic backgrounds.
- Understand and adhere to scope of authority, recognizing when to seek supervision, consultation, or direction.
- Assist in utilizing community resources by supporting referrals and linkages as directed.
- Listen attentively and respond professionally to client needs, concerns, and questions.
- Work effectively with clients at various stages of substance use and recovery, maintain professional boundaries, and support client self-determination within program guidelines.
- Recognize crisis situations and follow established procedures, including promptly notifying supervisors or emergency services as appropriate.
- Prepare accurate and timely documentation, including case notes and related records, for supervisory review and approval.
- Use tact, discretion, and sound judgment within established policies, procedures, and supervision.

- Organize assigned tasks, manage time effectively, and meet deadlines with guidance and oversight.
- Maintain confidentiality of client information in compliance with all applicable laws and policies.
- Communicate clearly and effectively, both orally and in writing, using appropriate English grammar and professional tone.
- Establish and maintain effective working relationships with clients, families, supervisors, coworkers, and community partners.
- Use computer systems, software applications, and standard office equipment necessary to perform assigned duties.

PHYSICAL DEMANDS (ADA)

When assigned to an office environment, 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; ability to stand and walk 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.

When performing community work, must possess mobility to work in changing site conditions; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend; and to operate a motor vehicle and visit various sites throughout the Tri-Cities; vision to observe client behavior, signs of illness, and potential hazards. The job involves frequent walking to locate, assist, and deliver services to clients, with exposure to hazardous materials and waste in some locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 10 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the community and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, and may be exposed to blood and bodily fluids, and other hazardous physical substances and fumes. Employees interact with clients with behavioral disorders who may display erratic and assaultive behavior, including those who require emergency crisis intervention. Employees may also 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 Authority 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.

Employees serve as members of the Authority’s on-call crisis intervention team and may be required to be available and respond to crisis situation 24/7 during on-call rotation.

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.

SPECIAL REQUIREMENTS / CONDITIONS OF EMPLOYMENT

Fitness for Duty:

Incumbents must be able to perform the essential duties of the position in a safe, effective, and professional manner. The appointing authority may require a fitness for duty evaluation, consistent with applicable laws, policies, and collective bargaining agreements, when there is an objective and job-related basis to determine an employee’s ability to safely perform assigned responsibilities. Failure to meet fitness for duty standards may result in employment action.

Drug Free Workplace Statement:

Incumbents are required to comply with the agency’s drug-free workplace and professional conduct policies. Reporting to work under the influence of alcohol or controlled substances is prohibited.

ALCOHOL & OTHER DRUGS (AOD) COUNSELOR I

FLSA STATUS: NON-EXEMPT

DEFINITION:

Under general supervision, the Alcohol and Other Drug (AOD) Counselor I provides counseling and related support services to individuals and families affected by substance use and/or co-occurring conditions. Incumbents perform a range of client services such as screening, intake, assessment support, treatment planning, individual and group counseling, psychoeducation, case management support, client engagement, and referral to appropriate levels of care, consistent with their registration or certification status. Positions in this classification participate as members of multidisciplinary treatment teams and collaborate with internal and external service providers to support client stabilization, recovery-oriented outcomes, and harm-reduction goals. Duties are performed in accordance with applicable laws and regulations, professional standards, agency policies, and the incumbent's authorized scope of practice and level of supervision.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from assigned supervisory or management personnel. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

The AOD Counselor I is the journey-level, first certified classification in the counselor series. Incumbents have obtained initial certification through a DHCS-approved certifying organization and provide substance use disorder counseling services with ongoing clinical supervision and guidance. Duties include conducting assessments, participating in treatment planning, and delivering individual and group counseling services for clients with substance use disorders, including clients with moderate to severe co-occurring conditions. AOD Counselor I positions carry a primary caseload but typically manage programs, cases, and documentation of lesser complexity, and rely on supervisors or higher-level counselors for consultation regarding complex clinical, ethical, or level-of-care issues.

EXAMPLES OF ESSENTIAL DUTIES:

Essential duties include, but are not limited to, the following:

- Under general supervision, conducts screenings, intakes, and comprehensive assessments, and develops treatment plans for clients with substance use disorders and co-occurring conditions, in office and community settings, within scope of certification.

- Provides individual and group counseling services and psychoeducation independently in accordance with established treatment plans and evidence based practices; performs crisis intervention and stabilization activities consistent with program protocols; monitors and evaluates client progress.

- Provides case management services, including assisting clients with problem resolution and coordinating referrals and linkages to detoxification, residential, outpatient treatment programs, sober living facilities, and other community resources.

- Encourages and supports client engagement in treatment, recovery-oriented services, and/or harm-reduction interventions; conducts outreach and assists clients in identifying and addressing barriers to participation.

- Educates clients and families regarding substance use disorders, co-occurring conditions, addiction, and the recovery process using evidence-based approaches such as harm reduction and motivational interviewing.

- Participates as a member of multidisciplinary treatment teams by contributing clinical information, addressing client needs and barriers, and supporting coordinated care.

- Attends and participates in supervision, trainings, case consultations, utilization review activities, and team meetings to ensure service quality and compliance with program requirements.

- Maintains accurate, timely, and complete documentation of services and activities in accordance with program policies, DHCS, and Medi-Cal requirements.

- Maintains client confidentiality in compliance with HIPAA, 42 CFR Part 2, and all applicable laws, regulations, and agency policies.

- Observes and complies with all agency safety rules, regulations, policies, and procedures, including professional conduct and drug-free workplace requirements.

- Performs related duties as required.

QUALIFICATIONS:

This classification is part of California’s Substance Use Disorder (SUD) / Alcohol and Other Drug (AOD) Counselor certification pathway. Qualification is based on possession of the education, training, and credentialing required by the State of California for the applicable counselor level, as established through registration or certification with a California Department of Health Care Services (DHCS)-approved certifying organization. Training, education, and experience requirements vary by level and reflect increasing scope, responsibility, and independence of practice.

Education and Experience

Education:

- Equivalent to a high school diploma or GED, plus additional training equal to two years of college in Addiction Studies/Alcohol & Drug Studies or related behavioral health/behavioral science fields and;

Experience:

- Two (2) years of paid experience providing support services in a substance use disorder treatment, behavioral health, or related human services setting. Bilingual ability in a threshold language is preferred.

Licenses and Certifications

- Possession of a valid certification as an Alcohol and Other Drug (AOD) Counselor or Substance Use Disorder (SUD) Counselor issued by a California Department of Health Care Services (DHCS) approved certifying organization, to be maintained throughout employment.

  Acceptable certifications include, but are not limited to:

  - CAADAC/CATC – Certified Addiction Treatment Counselor (e.g., CATC I or II)
  - CADTP – Certified Substance Use Disorder Counselor (e.g., SUDCC I or II)
  - CCAPP – Certified Alcohol Drug Counselor (CADC-I or CADC-CAS)

- For positions assigned to field-based services:

  - Ability to travel independently within the Tri-City and surrounding service areas to provide community-based services. Possession of a valid California Driver's License, a satisfactory driving record, and proof of a properly registered and insured vehicle, may be required if operating a personal or Authority vehicle.

- For office-based assignments:

  - No driver's license requirement unless reassigned to a field-based role.

Knowledge of:

- Psychological, physiological, social, and behavioral aspects of substance use disorders and recovery.
- Principles and methods of AOD counseling and prevention, including screening, assessment, treatment planning, individual and group counseling, psychoeducation, client engagement, and supportive interventions.
- General knowledge of medications used in the treatment of substance use disorders, including their intended purpose, effects, and limitations, consistent with a non-medical role.
- Principles and practices of crisis intervention and de-escalation, including appropriate response and referral procedures.
- Interviewing techniques used to assess client needs, strengths, and service eligibility.
- Methods of observing, evaluating, and documenting client behaviors, progress, and participation in compliance with program standards.
- Principles of professional and ethical client service delivery, including maintenance of appropriate boundaries.
- Case management and care coordination practices, including referrals, linkage to services, and required client documentation.
- Cultural, social, and environmental factors affecting substance use, engagement in treatment, and recovery.
- Community-based and governmental services and resources available to support individuals and families.
- Barriers and basic needs commonly experienced by individuals accessing behavioral health and AOD services.
- Federal, state, and local laws, regulations, and standards applicable to AOD counseling services, including HIPAA and 42 CFR Part 2.
- Agency policies, safety rules, and mandated protocols related to service delivery and workplace conduct.
- Customer service and communication principles for effective interaction with clients, families, service providers, and agency staff.
- Written and verbal communication skills in English, including grammar and composition required for accurate documentation.
- Office equipment and computer applications used for documentation, communication, and coordination of services.

Ability to:

- Conduct screenings, intakes, and comprehensive assessments and develop treatment plans within scope of certification, with consultation available for complex cases.
- Provide individual and group counseling and psychoeducation independently, consistent with established treatment plans and evidence-based practices.
- Implement treatment interventions and make routine clinical decisions within program guidelines and scope of certification.
- Assist clients in identifying and addressing barriers to treatment and support sustained engagement in services.
- Clearly and accurately explain agency programs, services, and procedures to clients,

families, and referral sources.

- Establish and maintain effective therapeutic relationships with clients and families from diverse cultural, ethnic, and socioeconomic backgrounds.
- Recognize scope of authority and appropriately seek consultation or supervision for complex clinical, ethical, or safety issues.
- Coordinate and utilize community resources to support client needs through referrals and ongoing follow-up.
- Listen attentively and respond professionally to client needs, concerns, and questions.
- Work effectively with clients at various stages of substance use and recovery, maintain appropriate clinical boundaries, and support client self-determination.
- Respond to crisis situations using established protocols and coordinate with supervisors or emergency services as required.
- Prepare accurate, timely, and complete documentation, including assessments, treatment plans, and progress notes.
- Use tact, discretion, and sound judgment within established policies, procedures, and professional standards.
- Organize work, manage time effectively, prioritize tasks, and meet deadlines with minimal supervision.
- Maintain confidentiality of client information in compliance with HIPAA, 42 CFR Part 2, and all applicable laws and policies.
- Communicate clearly and effectively, both orally and in writing, using appropriate English grammar and professional tone.
- Establish and maintain effective working relationships with clients, families, coworkers, supervisors, and community partners.
- Use computer systems, software applications, and office equipment necessary to perform assigned duties.

PHYSICAL DEMANDS (ADA)

When assigned to an office environment, 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; ability to stand and walk 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.

When performing community work, must possess mobility to work in changing site conditions; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend; and to operate a motor vehicle and visit various sites throughout the Tri-Cities; vision to observe client behavior, signs of illness, and potential hazards. The job involves frequent walking to locate, assist, and deliver services to clients, with exposure to hazardous materials and waste in some locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 10 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the community and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, and may be exposed to blood and bodily fluids, and other hazardous physical substances and fumes. Employees interact with clients with behavioral disorders who may display erratic and assaultive behavior, including those who require emergency crisis intervention. Employees may also 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 Authority 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.

Employees serve as members of the Authority's on-call crisis intervention team and may be required to be available and respond to crisis situation 24/7 during on-call rotation.

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.

SPECIAL REQUIREMENTS / CONDITIONS OF EMPLOYMENT

Fitness for Duty:

Incumbents must be able to perform the essential duties of the position in a safe, effective, and professional manner. The appointing authority may require a fitness for duty evaluation, consistent with applicable laws, policies, and collective bargaining agreements, when there is an objective and job-related basis to determine an employee's ability to safely perform assigned responsibilities. Failure to meet fitness for duty standards may result in employment action.

Drug Free Workplace Statement:

Incumbents are required to comply with the agency's drug-free workplace and professional conduct policies. Reporting to work under the influence of alcohol or controlled substances is prohibited.

ALCOHOL & OTHER DRUGS (AOD) COUNSELOR II

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 supervision, the Alcohol and Other Drug (AOD) Counselor II provides counseling and related support services to individuals and families affected by substance use disorders, including those with co-occurring conditions. Incumbents perform a range of client services such as screening, intake, assessment support, treatment planning, individual and group counseling, psychoeducation, case management support, client engagement, and referral to appropriate levels of care, consistent with their registration or certification status. Positions in this classification participate as members of multidisciplinary treatment teams and collaborate with internal and external service providers to support client stabilization, recovery-oriented outcomes, and harm-reduction goals. Duties are performed in accordance with applicable laws and regulations, professional standards, agency policies, and the incumbent's authorized scope of practice and level of supervision.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from assigned supervisory or management personnel. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

An AOD Counselor II is the advanced journey-level classification in the counselor series. Incumbents possess additional experience and competence and perform duties with greater independence, clinical judgment, and responsibility. AOD Counselor II positions manage moderate to complex cases, including clients with significant co-occurring disorders, repeated treatment episodes, or elevated psychosocial and environmental barriers. In addition to providing comprehensive assessments, treatment planning, and counseling services, Counselor II incumbents routinely contribute to multidisciplinary team decision-making, assist with care coordination and level-of-care recommendations, and may provide informal guidance or mentoring to lower-level counselors. Work is reviewed for overall effectiveness and compliance rather than for routine procedures.

EXAMPLES OF ESSENTIAL DUTIES:

Essential duties include, but are not limited to, the following:

- Under general supervision, independently conducts complex assessments, formulates and implements treatment plans, and provides counseling services for clients with substance use disorders and moderate to complex co-occurring conditions, in office and community settings.

- Delivers comprehensive individual and group counseling and psychoeducation, applies advanced clinical judgment, and addresses relapse risk and treatment disengagement; responds to moderate-to-high acuity crises in coordination with supervisors and external resources.

- Provides advanced case management and care coordination services, including navigating complex service systems and coordinating transitions between levels of care.

- Actively supports and sustains client engagement in treatment and recovery services; addresses persistent and systemic barriers to care.

- Serves as a contributing clinical member of multidisciplinary treatment teams, providing level-of-care input, care coordination recommendations, and progress updates.

- May provide informal guidance or support to registered or lower-level counselors as assigned.

- Participates in utilization review, quality assurance activities, and interdisciplinary planning related to client care.

- Maintains comprehensive and compliant clinical documentation consistent with regulatory, audit, and program requirements.

- Ensures strict adherence to confidentiality, safety, and professional standards.

- Performs related duties as required.

QUALIFICATIONS:

This classification is part of California’s Substance Use Disorder (SUD) / Alcohol and Other Drug (AOD) Counselor certification pathway. Qualification is based on possession of the education, training, and credentialing required by the State of California for the applicable counselor level, as established through registration or certification with a California Department of Health Care Services (DHCS)-approved certifying organization. Training, education, and experience requirements vary by level and reflect increasing scope, responsibility, and independence of practice.

Education and Experience

Education:

- Bachelor's Degree in Addiction Studies/Alcohol & Drug Studies or related behavioral health/behavioral science fields and;

Experience:

- Two (2) years of paid experience providing support services in a substance use disorder treatment, behavioral health, or related human services setting. Bilingual ability in a threshold language is preferred.

Licenses and Certifications

- Possession of a valid certification as an Alcohol and Other Drug (AOD) Counselor or Substance Use Disorder (SUD) Counselor issued by a California Department of Health Care Services (DHCS) approved certifying organization, to be maintained throughout employment.

  Acceptable certifications include, but are not limited to:

  - CAADAC/CATC – Certified Addiction Treatment Counselor (e.g., CATC III)
  - CADTP – Certified Substance Use Disorder Counselor (e.g., SUDCC III)
  - CCAPP – Certified Alcohol Drug Counselor (CADC-II or CADC-III)

- For positions assigned to field-based services:
  - Ability to travel independently within the Tri-City and surrounding service areas to provide community-based services. Possession of a valid California Driver's License, a satisfactory driving record, and proof of a properly registered and insured vehicle, may be required if operating a personal or Authority vehicle.
- For office-based assignments:
  - No driver's license requirement unless reassigned to a field-based role.

Knowledge of:

- Advanced concepts related to the psychological, physiological, social, and behavioral aspects of substance use disorders, relapse, and recovery.
- Comprehensive principles and techniques of AOD counseling, including independent assessment, treatment planning, individual and group counseling, psychoeducation, case management, and care coordination.
- Working knowledge of medications for addiction treatment (MAT) and their role in recovery, including collaboration with medical and behavioral health providers.

- Advanced crisis intervention principles, including risk assessment and coordination with emergency or higher level services.
- Assessment and interviewing methods to evaluate complex client needs, co-occurring conditions, and appropriate levels of care.
- Methods for analyzing client progress, treatment effectiveness, and outcomes, and accurately documenting findings.
- Professional standards and ethical practices applicable to complex and sensitive client situations.
- Case management and care coordination practices for clients with co-occurring disorders and multiple service system involvement.
- Cultural, systemic, and environmental influences impacting engagement, equity, and recovery outcomes.
- Broad knowledge of community resources, treatment systems, and continuum of care options.
- Legal, regulatory, and documentation requirements governing AOD and behavioral health services.
- Policies and safety protocols governing clinical practice and service delivery.
- Effective communication, consultation, and collaboration practices within multidisciplinary teams.
- Use of technology and information systems to support clinical documentation, reporting, and service coordination.

Ability to:

- Independently conduct complex assessments, develop treatment plans, and deliver individual and group counseling services for clients with co-occurring disorders and elevated service needs.
- Apply advanced clinical judgment to adapt treatment interventions, address relapse risk, and support recovery goals.
- Assist clients in navigating complex barriers to care, including housing instability, legal involvement, and limited support systems.
- Provide informed input to multidisciplinary treatment teams, including level of care recommendations and care coordination strategies.
- Respond effectively to moderate to high acuity crises, utilizing risk assessment, de-escalation techniques, and coordination with appropriate resources.
- Serve as a resource to registered and lower-level counselors by providing informal guidance and support, as assigned.
- Evaluate client progress, treatment effectiveness, and outcomes, and make appropriate clinical adjustments.
- Maintain comprehensive and compliant clinical documentation for complex cases.

- Exercise initiative, discretion, and sound professional judgment within established clinical and organizational frameworks.
- Independently organize workload, manage competing priorities, and meet deadlines with limited supervision.
- Establish and sustain collaborative working relationships with internal teams, external providers, and community partners.
- Maintain strict confidentiality and compliance with all applicable laws, regulations, and ethical standards.
- Communicate clearly and effectively in both routine and complex situations with clients, families, and professionals.
- Utilize clinical information systems and technology to support documentation, coordination, and reporting.

PHYSICAL DEMANDS (ADA)

When assigned to an office environment, 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; ability to stand and walk 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.
When performing community work, must possess mobility to work in changing site conditions; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend; and to operate a motor vehicle and visit various sites throughout the Tri-Cities; vision to observe client behavior, signs of illness, and potential hazards. The job involves frequent walking to locate, assist, and deliver services to clients, with exposure to hazardous materials and waste in some locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 10 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the community and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, and may be exposed to blood and bodily fluids, and other hazardous physical substances and fumes. Employees interact with clients with behavioral disorders who may display erratic and assaultive behavior, including those who require emergency crisis intervention. Employees may also 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 Authority 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.

Employees serve as members of the Authority's on-call crisis intervention team and may be required to be available and respond to crisis situation 24/7 during on-call rotation.

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.

SPECIAL REQUIREMENTS / CONDITIONS OF EMPLOYMENT

Fitness for Duty:

Incumbents must be able to perform the essential duties of the position in a safe, effective, and professional manner. The appointing authority may require a fitness for duty evaluation, consistent with applicable laws, policies, and collective bargaining agreements, when there is an objective and job-related basis to determine an employee's ability to safely perform assigned responsibilities. Failure to meet fitness for duty standards may result in employment action.

Drug Free Workplace Statement:

Incumbents are required to comply with the agency's drug-free workplace and professional conduct policies. Reporting to work under the influence of alcohol or controlled substances is prohibited.

TRI·CITY
Mental Health

BEHAVIORAL HEALTH WORKER I/II

FLSA STATUS: Non-Exempt

DEFINITION:

Under general program supervision, the Behavioral Health Worker (BHW) I/II provides non-clinical, paraprofessional, client-facing support services to individuals receiving behavioral health services. Positions in this classification are embedded within behavioral health programs and work closely with clinical and program staff to support client engagement, service access, and continuity of care in a recovery-oriented environment.

SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

Positions in this classification provide non-clinical, paraprofessional behavioral health support services focused on client engagement, service access, linkage, and coordination within behavioral health programs. This classification is distinguished from clerical classifications by its routine and ongoing direct interaction with behavioral health clients, and from Behavioral Health Specialist classifications by its emphasis on support and navigation services rather than rehabilitative service delivery or treatment plan implementation.

Incumbents work under the direction of supervisory, clinical, or program staff and do not independently perform clinical assessment, diagnosis, psychotherapy, or other services reserved for licensed, certified, or Behavioral Health Specialist classifications except as authorized by applicable regulation, policy, and supervision requirements.

Behavioral Health Worker I

Entry-level classification. Incumbents perform structured client-support assignments under close supervision. The primary emphasis is on learning program operations, confidentiality requirements, client engagement techniques, and available internal and community resources. Work is regularly reviewed, and assignments are designed to support skill development and acclimation to the behavioral health service environment.

Behavioral Health Worker II

Journey-level classification. Incumbents perform the full range of Behavioral Health Worker duties with increased independence and responsibility under general supervision. Work involves more complex client interactions, ongoing service coordination, and the regular exercise of judgment within established policies and procedures. Incumbents may serve as a functional resource to staff regarding client support processes and workflow.

EXAMPLES OF ESSENTIAL DUTIES: Depending on the area of assignment, essential duties include, but are not limited to, the following:

Behavioral Health Worker I

- Assists clients with completing intake, enrollment, and program participation forms.
- Responds to routine client inquiries regarding services, schedules, and procedures.
- Schedules appointments and activities; reminds clients of upcoming services and follows up on missed appointments.
- Provides basic referrals to internal programs and external community resources.
- Maintains client files and enters data into electronic recordkeeping systems.
- Supports orientations, informational sessions, or group activities as assigned.
- Observes confidentiality, HIPAA, and safety requirements at all times.
- Performs related duties as required.

Behavioral Health Worker II

- Independently engages clients to identify service needs and barriers to care.
- Coordinates referrals and linkages to behavioral health services and community resources.
- Monitors client participation and conducts follow-up to support continuity of care.
- Assists clients in problem-solving issues related to housing, transportation, benefits, and other supports.
- Maintains accurate, timely, and compliant client documentation.
- May provide informal guidance or onboarding support to entry-level staff.
- Serves as a knowledgeable resource to clients and program staff regarding service access.
- Performs related duties as required.

QUALIFICATIONS:

Education and Experience

Education (Both Levels):

Equivalent to completion of the twelfth (12th) grade. Must be 18 years of age.

Experience:

Behavioral Health Worker I: One (1) year of experience working in a behavioral health, social services, community-based, or related setting OR lived experience as a consumer of behavioral health services or as a family member/caregiver, consistent with state requirements.

Behavioral Health Worker II: Two (2) years of direct care experience providing services to individuals in a behavioral health, mental health, substance use disorder, or related community-based setting.

Licenses and Certifications:

For positions assigned to field-based services:

Ability to travel independently within the Tri-City and surrounding service areas to provide community-based services. Possession of a valid California Driver's License, a satisfactory driving record, and proof of a properly registered and insured vehicle, may be required if operating a personal or Authority vehicle.

For office-based assignments:

No driver's license requirement unless reassigned to a field-based role.

ADVANCEMENT

Incumbents may remain at the Behavioral Health Worker I level when assignment structure, program needs, minimum qualifications, performance considerations, or demonstrated competencies do not support advancement to the journey-level classification.

Knowledge of:

- Authority policies and procedures pertaining to assigned department/program.
- Behavioral health care systems and services.
- Cultural, social, and environmental factors and influences affecting behavioral health.
- Community and governmental services and resources.

- Basic needs and challenges for individuals and families accessing behavioral health services, including cultural barriers.
- Safe driving rules and practices.
- Record keeping principles and practices.
- 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:

- Perform responsible technical, administrative, clerical support work.
- Interpret Authority programs and policies to clients, the general public, and outside agencies/organizations.
- Establish and maintain the confidence of clients.
- Assess needs and make appropriate program referrals.
- Understand scope of authority in making independent decisions.
- Effectively utilize community resources to assist clients.
- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Listen attentively to clients and address their needs and issues fairly and professionally.
- Work well with and provide services to a variety of clients in various stages of behavioral health illness/treatment; maintain appropriate boundaries, identify and nurture strengths, and support their right to make independent decisions as appropriate.
- Prepare and maintain clear and concise correspondence, records, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural 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 15 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 Authority 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.

BEHAVIORAL HEALTH WORKER I/II

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: Non-Exempt

DEFINITION:

Under general program supervision, the Behavioral Health Worker (BHW) I/II provides non-clinical, paraprofessional, client-facing support services to individuals receiving behavioral health services. Positions in this classification are embedded within behavioral health programs and work closely with clinical and program staff to support client engagement, service access, and continuity of care in a recovery-oriented environment.

SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

Positions in this classification provide non-clinical, paraprofessional behavioral health support services focused on client engagement, service access, linkage, and coordination within behavioral health programs. This classification is distinguished from clerical classifications by its routine and ongoing direct interaction with behavioral health clients, and from Behavioral Health Specialist classifications by its emphasis on support and navigation services rather than rehabilitative service delivery or treatment plan implementation.

Incumbents work under the direction of supervisory, clinical, or program staff and do not independently perform clinical assessment, diagnosis, psychotherapy, or other services reserved for licensed, certified, or Behavioral Health Specialist classifications except as authorized by applicable regulation, policy, and supervision requirements.

Behavioral Health Worker I

Entry-level classification. Incumbents perform structured client-support assignments under close supervision. The primary emphasis is on learning program operations, confidentiality requirements, client engagement techniques, and available internal and community resources. Work is regularly reviewed, and assignments are designed to support skill development and acclimation to the behavioral health service environment.

Behavioral Health Worker II

Journey-level classification. Incumbents perform the full range of Behavioral Health Worker duties with increased independence and responsibility under general supervision. Work involves more complex client interactions, ongoing service coordination, and the regular exercise of judgment within established policies and procedures. Incumbents may serve as a functional resource to staff regarding client support processes and workflow.

EXAMPLES OF ESSENTIAL DUTIES: Depending on the area of assignment, essential duties include, but are not limited to, the following:

Behavioral Health Worker I

- Assists clients with completing intake, enrollment, and program participation forms.
- Responds to routine client inquiries regarding services, schedules, and procedures.
- Schedules appointments and activities; reminds clients of upcoming services and follows up on missed appointments.
- Provides basic referrals to internal programs and external community resources.
- Maintains client files and enters data into electronic recordkeeping systems.
- Supports orientations, informational sessions, or group activities as assigned.
- Observes confidentiality, HIPAA, and safety requirements at all times.
- Performs related duties as required.

Behavioral Health Worker II

- Independently engages clients to identify service needs and barriers to care.
- Coordinates referrals and linkages to behavioral health services and community resources.
- Monitors client participation and conducts follow-up to support continuity of care.
- Assists clients in problem-solving issues related to housing, transportation, benefits, and other supports.
- Maintains accurate, timely, and compliant client documentation.
- May provide informal guidance or onboarding support to entry-level staff.
- Serves as a knowledgeable resource to clients and program staff regarding service access.
- Performs related duties as required.

QUALIFICATIONS:

Education and Experience

Education (Both Levels):

Equivalent to completion of the twelfth (12^{th}) grade. Must be 18 years of age.

Experience:

Behavioral Health Worker I: One (1) year of experience working in a behavioral health, social services, community-based, or related setting OR lived experience as a consumer of behavioral health services or as a family member/caregiver, consistent with state requirements.

Behavioral Health Worker II: Two (2) years of direct care experience providing services to individuals in a behavioral health, mental health, substance use disorder, or related community-based setting.

Licenses and Certifications:

For positions assigned to field-based services:

Ability to travel independently within the Tri-City and surrounding service areas to provide community-based services. Possession of a valid California Driver's License, a satisfactory driving record, and proof of a properly registered and insured vehicle, may be required if operating a personal or Authority vehicle.

For office-based assignments:

No driver's license requirement unless reassigned to a field-based role.

ADVANCEMENT

Incumbents may remain at the Behavioral Health Worker I level when assignment structure, program needs, minimum qualifications, performance considerations, or demonstrated competencies do not support advancement to the journey-level classification.

Knowledge of:

- Authority policies and procedures pertaining to assigned department/program.
- Behavioral health care systems and services.
- Cultural, social, and environmental factors and influences affecting behavioral health.
- Community and governmental services and resources.

- Basic needs and challenges for individuals and families accessing behavioral health services, including cultural barriers.
- Safe driving rules and practices.
- Record keeping principles and practices.
- 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:

- Perform responsible technical, administrative, clerical support work.
- Interpret Authority programs and policies to clients, the general public, and outside agencies/organizations.
- Establish and maintain the confidence of clients.
- Assess needs and make appropriate program referrals.
- Understand scope of authority in making independent decisions.
- Effectively utilize community resources to assist clients.
- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Listen attentively to clients and address their needs and issues fairly and professionally.
- Work well with and provide services to a variety of clients in various stages of behavioral health illness/treatment; maintain appropriate boundaries, identify and nurture strengths, and support their right to make independent decisions as appropriate.
- Prepare and maintain clear and concise correspondence, records, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural 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 15 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

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DEPUTY DIRECTOR

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

FLSA STATUS: Exempt

DEFINITION:

Under administrative direction, plans, organizes, oversees, and coordinates the operations and activities of assigned clinical, substance use disorder (SUD), and non-clinical behavioral health programs and services, including those funded under the Behavioral Health Services Act (BHSA). Provides senior-level administrative and programmatic oversight of day-to-day departmental functions, ensuring effective implementation, compliance, and continuous improvement of services across the continuum of care. Responsibilities include directing program operations through subordinate management staff; ensuring adherence to applicable federal, state, and local laws, regulations, and Authority policies; and advancing integrated service delivery across clinical and non-clinical systems. The incumbent coordinates activities with other Authority departments, public agencies, and community partners; fosters collaborative relationships; and provides complex analytical, operational, and strategic support to the Chief Program Officer (CPO). Performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED:

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

DISTINGUISHING CHARACTERISTICS:

The Deputy Director is a senior-level classification that provides broad oversight and coordination of multiple, diverse program areas spanning clinical services, substance use disorder treatment, and BHSA-funded non-clinical programs, such as outreach, engagement, prevention, housing supports, and other supportive services. This role operates at a level above program management, with responsibility for multi-program integration, operational alignment, and system-wide coordination within assigned areas. The position exercises substantial independent judgment and operates with a high degree of autonomy in implementing organizational priorities, translating executive direction into effective program operations, and ensuring accountability for performance, compliance, and outcomes across service lines. The Deputy Director serves as a key operational leader, bridging executive strategy and program execution, and plays a critical role in advancing an integrated system of care consistent with Authority goals and community needs. This class is distinguished from Clinical and/or Program Manager classifications by its broader scope of authority, including oversight of multiple programs through subordinate managers and responsibility for cross-program coordination and system-level performance. This class is distinguished from the Chief Program Officer in that the CPO has overall executive responsibility for system-wide program strategy, policy development, and organizational leadership across all program areas, whereas the Deputy Director focuses on high-level operational oversight, implementation, and coordination of assigned programs and services.

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

- Assumes senior-level leadership responsibility for the oversight, direction, and coordination of assigned clinical and/or non-clinical programs and services across Tri-City's continuum of care, including BHSA-funded non-clinical programs and services. Assigned areas may include, but are not limited to, adult and youth outpatient services, full-service partnership programs, substance use disorder (SUD) services, field-based and crisis services, and the service components of supportive housing, outreach, engagement, prevention, workforce, and other community-based and supportive service programs.

- Provides strategic leadership in planning, organizing, and advancing a comprehensive system of care that leverages Tri-City resources and aligns with community needs, public behavioral health policy, and partnerships with public and private sector entities.

- 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 Program 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 Authority 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 where applicable based on the requirements of the position or program.

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

<u>Option II:</u> 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:

- Principles and practices of organizational leadership, program development, and system-wide oversight as applied to the planning, implementation, and evaluation of integrated clinical and non-clinical behavioral health programs and services.
- Applicable federal, state, and local behavioral health laws, regulations, and program requirements, including Medi-Cal Specialty Mental Health Services (SMHS), Substance Use Disorder (SUD) services, and Behavioral Health Services Act (BHSA) programs; funding structures such as Medi-Cal reimbursement, realignment, BHSA, and state/federal grants; and compliance requirements including medical necessity, documentation standards, audit readiness, and corrective action processes across both clinical and non-clinical services.
- Models and practices for delivering comprehensive systems of care, including evidence-based and promising practices (e.g., Assertive Community Treatment (ACT), field-based and crisis services), as well as non-clinical BHSA services such as outreach, engagement, prevention, housing supports, workforce development, and other supportive services.
- Principles and practices of grant and contract administration, including budget development, allowable costs, performance monitoring, reporting requirements, and fiscal/program audit readiness across diverse program types.
- Principles and practices of supervision and organizational management, including workforce planning, performance management, employee development, and progressive discipline through subordinate levels of supervision.
- Administrative principles and practices, including strategic planning, program design, implementation, and evaluation across multi-program systems.
- Principles of cross-functional coordination and team leadership to support integrated service delivery across clinical, SUD, and non-clinical program areas.
- Budgeting, fiscal oversight, and resource allocation principles within a public behavioral health system.
- Behavioral health clinical concepts, including assessment, treatment modalities, and multidisciplinary service delivery, sufficient to oversee clinical program quality and compliance.
- Social, cultural, environmental, and systemic factors influencing behavioral health outcomes, including considerations for diverse and underserved populations.
- Community-based systems of care, including public and private sector resources, partnerships, and interagency collaboration.
- Applicable legal and regulatory frameworks, including HIPAA and other confidentiality requirements, as well as Authority policies and safety standards.
- Methods and techniques for developing administrative, technical, and analytical reports, as well as professional correspondence.
- Effective stakeholder engagement and communication strategies for working with community partners, governing bodies, and internal teams.

- Modern business technology, information systems, and data tools used in program oversight, reporting, and operational coordination.

Ability to:

- Provide senior-level leadership and comprehensive oversight across a portfolio of clinical, SUD, and non-clinical behavioral health programs and services.
- Develop, implement, and evaluate system-wide goals, objectives, policies, and procedures that support integrated service delivery and organizational priorities.
- Plan, organize, and direct the work of multiple programs through subordinate managers and supervisors; effectively delegate authority while ensuring accountability for outcomes.
- Oversee and evaluate program performance, service effectiveness, and operational efficiency across diverse service lines, and implement continuous quality improvement strategies.
- Interpret, apply, and ensure compliance with complex laws, regulations, funding requirements, and program standards across clinical and non-clinical domains, including BHSA and SUD services.
- Analyze complex operational, policy, and programmatic issues; develop practical recommendations; and implement solutions with sensitivity to organizational and community impacts.
- Lead and support workforce development, including staff selection, supervision, coaching, and performance management across multiple levels of the organization.
- Coordinate and align services across departments and external partners to support an integrated system of care.
- Effectively represent the Authority in meetings with governmental agencies, community organizations, stakeholders, and professional groups.
- Prepare and present clear, concise, and comprehensive reports, analyses, and communications for executive leadership, boards, and external entities.
- Exercise sound judgment, discretion, and decision-making within broad policy and regulatory frameworks.
- Manage competing priorities, organize complex workloads, and meet critical deadlines in a dynamic environment.
- Foster collaborative relationships with internal staff, community partners, and stakeholders to support coordinated service delivery.
- Utilize data, technology, and information systems to monitor performance, support decision-making, and ensure accountability.
- Maintain confidentiality and uphold ethical and professional standards in all aspects of work.

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

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WORKING CONDITIONS

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TRI·CITY
Mental Health

DEPUTY DIRECTOR

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FLSA STATUS: Exempt

DEFINITION:

Under administrative direction, plans, organizes, oversees, and coordinates the operations and activities of assigned clinical, substance use disorder (SUD), and non-clinical behavioral health programs and services, including those funded under the Behavioral Health Services Act (BHSA). Provides senior-level administrative and programmatic oversight of day-to-day departmental functions, ensuring effective implementation, compliance, and continuous improvement of services across the continuum of care. Responsibilities include directing program operations through subordinate management staff; ensuring adherence to applicable federal, state, and local laws, regulations, and Authority policies; and advancing integrated service delivery across clinical and non-clinical systems. The incumbent coordinates activities with other Authority departments, public agencies, and community partners; fosters collaborative relationships; and provides complex analytical, operational, and strategic support to the Chief Program Officer (CPO). Performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED:

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

DISTINGUISHING CHARACTERISTICS:

The Deputy Director is a senior-level classification that provides broad oversight and coordination of multiple, diverse program areas spanning clinical services, substance use disorder treatment, and BHSA-funded non-clinical programs, such as outreach, engagement, prevention, housing supports, and other supportive services. This role operates at a level above program management, with responsibility for multi-program integration, operational alignment, and system-wide coordination within assigned areas. The position exercises substantial independent judgment and operates with a high degree of autonomy in implementing organizational priorities, translating executive direction into effective program operations, and ensuring accountability for performance, compliance, and outcomes across service lines. The Deputy Director serves as a key operational leader, bridging executive strategy and program execution, and plays a critical role in advancing an integrated system of care consistent with Authority goals and community needs. This class is distinguished from Clinical and/or Program Manager classifications by its

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- Provides strategic leadership in planning, organizing, and advancing a comprehensive system of care that leverages Tri-City resources and aligns with community needs, public behavioral health policy, and partnerships with public and private sector entities.

- 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 Program 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

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Licensure/Registration/Certification:

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- Principles and practices of organizational leadership, program development, and system-wide oversight as applied to the planning, implementation, and evaluation of integrated clinical and non-clinical behavioral health programs and services.
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- Effective stakeholder engagement and communication strategies for working with community partners, governing bodies, and internal teams.

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Ability to:

- Provide senior-level leadership and comprehensive oversight across a portfolio of clinical, SUD, and non-clinical behavioral health programs and services.
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- Effectively represent the Authority in meetings with governmental agencies, community organizations, stakeholders, and professional groups.
- Prepare and present clear, concise, and comprehensive reports, analyses, and communications for executive leadership, boards, and external entities.
- Exercise sound judgment, discretion, and decision-making within broad policy and regulatory frameworks.
- Manage competing priorities, organize complex workloads, and meet critical deadlines in a dynamic environment.
- Foster collaborative relationships with internal staff, community partners, and stakeholders to support coordinated service delivery.
- Utilize data, technology, and information systems to monitor performance, support decision-making, and ensure accountability.
- Maintain confidentiality and uphold ethical and professional standards in all aspects of work.

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.

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WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority 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

GROUP SERVICES COORDINATOR

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: Non-Exempt

DEFINITION:

Under general supervision and direction, the Group Services Coordinator oversees the planning, scheduling, implementation, coordination and facilitation of therapeutic or psycho-educational group programs. This includes developing group curricula; ensuring groups are appropriate; monitoring documentation compliance with agency, county and state standards; and supporting high-quality group services that promote recovery and wellness.

SUPERVISION RECEIVED AND EXERCISED:

The Group Services Coordinator receives clinical and general supervision from assigned supervisory or management personnel.

DISTINGUISHING CHARACTERISTICS:

The Group Services Coordinator is responsible for coordinating and supporting therapeutic and psychoeducational group services across programs serving adults and children/youth. This classification is distinguished by its focus on group service planning, scheduling, facilitation support, documentation coordination, and program monitoring to promote recovery-oriented and trauma-informed care.

Incumbents collaborate with multidisciplinary teams, including clinicians, nurses, peers, case managers, and community partners, to support referrals, group participation, and continuity of care. The position requires knowledge of evidence-based and recovery-oriented practices, strong organizational and communication skills, and the ability to support compliance with agency, county, and Medi-Cal documentation standards.

The Group Services Coordinator may facilitate or co-facilitate groups, assist with group curriculum development, monitor participation and utilization trends, and support quality improvement efforts related to behavioral health group programming.

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

- Designing and maintaining the schedule for therapeutic groups (e.g., CBT, DBT, support groups, etc.) based on client needs.
- Develop group curriculum or source evidence-based educational materials and therapeutic activities for group sessions.
- Support culturally responsive and trauma informed group programming.
- Create information material regarding groups for providers and clients.
- Maintain group materials and program resources.
- Screening and assessing patients to determine appropriate group placement based on clinical need and conducting intake screenings for specialized services in collaboration with a licensed clinical staff.
- Coordinating and tracking referrals to groups.
- Support outreach to improve group participation and retention.
- Assist with clients experiencing crisis in group settings and determining ongoing appropriateness for group participation.
- May lead or co-facilitate psycho-educational and therapeutic workshops or groups.
- Support onboarding of new group facilitators.
- Support facilitators with groups as needed
- Communicating with counselors, clinicians, and external providers to connect patients to appropriate services.
- Collaborate with clinicians to ensure groups align with individualized treatment plans.
- Maintaining accurate group records, attendance, and patient progress in electronic medical records (EMR) according to HIPAA regulations.
- Monitor group documentation for completeness and compliance.
- Support adherence to agency/county/Medi-Cal documentation standards
- Maintain accurate tracking systems for data collection.
- Monitoring group attendance and track participation outcomes to determine the effectiveness of services.
- Collaborate with Best Practices Quality Assurance Team to develop and monitor participation outcomes to evaluate and analyze program data and forecast needs.
- Identify service gaps and recommend new group offerings.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in Psychology, Social Work or related field. Four (4) years of experience in mental health care, addiction treatment, or social services program coordination. Experience facilitating psychoeducational and therapeutic groups and working within specialty mental health services serving individuals with serious mental illness (SMI) is required. Experience coordinating behavioral health programming or group services is strongly preferred.

Licenses and Certifications:

For positions assigned to field-based services, the ability to travel independently throughout the Tri-City and surrounding service areas to provide community-based services is required. A valid California Driver's License, satisfactory driving record, and proof of a properly registered and insured vehicle may be required when operating a personal or Authority vehicle.

For office-based assignments, no driver’s license is required unless reassigned to a field-based role.

Knowledge of:

- Strong understanding of rehabilitation vs therapy group services distinctions.
- Knowledge of medical necessity criteria and its relationship to group service participation.
- Medi-Cal documentation expectations.
- Group-based behavioral interventions and program design for adults and children
- Trauma-informed and recovery oriented behavioral health services.
- Engagement strategies for individuals with complex behavioral health needs.
- Group service billing compliance expectations, including attendance tracking requirements.

Ability to:

- Coordinate clinic-wide group service delivery across adult and children/youth programs.
- Facilitate or co-facilitate groups.
- Maintain group calendars across electronic health records and clinic scheduling systems.
- Review group service documentation for completeness and compliance.
- Support staff training on documentation and group facilitation.
- Collaborate across clinical and administrative departments.
- Maintain professional boundaries within clinical and administrative departments.
- Remain flexible to meet changing client and program needs.
- Maintain accurate service calendars within electronic health record systems.
- Coordinate telehealth and in-person group logistics.
- Communicate scheduling, program and client updates clearly across clinician and administrative teams.
- Monitor utilization trends, identify gaps or challenges, and recommend program improvements.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift up to 15 pounds.

ENVIRONMENTAL CONDIITIONS

Work is performed in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous substances. Interaction with upset staff or the public may occur.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

TRI·CITY
Mental Health

JOINT POWERS AUTHORITY (JPA) ADMINISTRATOR/CLERK

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:

The JPA Administrator/Clerk administers the Agency's governing body records and Board support functions, serving as the official custodian of Governing Board and Behavioral Health Commission actions and governance-related public records. The position serves as the official Recording Secretary to the Governing Board and Behavioral Health Commission and is responsible for the preparation, recording, certification, and publication of official actions, including agendas, minutes, resolutions, and related documentation. The JPA Administrator/Clerk maintains and publishes required governance and compliance information on the Agency's website; serves as the Agency's Filing Officer with the Fair Political Practices Commission (FPPC); acts as the Agency's Notary Public; and functions as the custodian of records for purposes of the California Public Records Act. The position provides confidential, independent administrative and advisory support to the Governing Board, Executive Director, Behavioral Health Commission, and Executive Management Team; responds to public inquiries related to governance matters; ensures compliance with applicable federal and State laws governing public agencies; and performs related administrative duties as required.

SUPERVISION RECEIVED AND EXERCISED:

The JPA Administrator/Clerk receives general direction from the Executive Director.
Supervision. The JPA Administrator/Clerk exercises direct supervision over assigned JPA Assistant staff member(s), including work assignment, training, coordination, and performance input, consistent with established personnel policies and procedures.

DISTINGUISHING CHARACTERISTICS:

This is a single-incumbent classification serving as the official JPA Administrator/Clerk, governed by applicable provisions of the California Government Code and relevant federal and State laws. The position functions as the Agency's designated official for governance-related compliance with the Brown Act, California Public Records Act, and Political Reform Act, as those requirements pertain to the Governing Board and Behavioral Health Commission. The JPA Administrator/Clerk provides independent, non-managerial administrative and advisory support to the Governing Board, Executive Director, Behavioral Health Commission, and Executive Management Team, with primary responsibility for governance records, public meeting administration, and statutory clerk functions. The position serves as a key source of authoritative information regarding governance procedures and public access requirements for Agency leadership, staff, and the public. This classification is distinguished from executive and operational management roles in that it does not exercise ongoing programmatic, fiscal, or personnel management authority. The incumbent may supervise assigned clerical or administrative support staff and may direct technical or support staff on a project basis for discrete governance-related assignments;

however, the position does not exercise ongoing managerial authority over agency programs or departments. The position independently performs the full scope of assigned duties and regularly exercises discretion and independent judgment within established legal, policy, and governance frameworks.

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

- Handle highly confidential information regarding controversial issues, individuals, and/or projects with diversified agency-wide implications; render direct and confidential administrative assistance to the Governing Board, Executive Director, and the Executive Management Team, as needed.

- Research, compile, and organize information for use by the Executive Director and executive management in the completion of reports, recommendations, and special projects; prepare reports and coordinate special projects for the Executive Director's and executive management's approval; contact other departments, agencies, or individuals for additional materials and information as needed.

- Responsible for the preparation, organization, printing, and distribution of meeting agenda and packet materials for Governing Board, Behavioral Health Commission, and other meetings; process notices of public hearings; attest and post resolutions and declarations; and administer bid openings.

- Conduct research and comprehensive data collection to support analysis, organizes data and information, and prepares comprehensive technical records and reports pertaining to assigned area of responsibility or requests from Executive Director or Governing Board.

- Act as Recording Secretary and attend meetings of the Governing Board and Behavioral Health Commission to prepare and certify official meeting Minutes in accordance with applicable federal, State, and Agency policy regulations, including the Brown Act; publish, index, and maintain the resolutions and minutes of the Governing Board and Behavioral Health Commission.

- Ensure up-to-date knowledge and compliance with applicable federal, State, City, and Agency policy regulations, including the Brown Act and keep the Executive Director and executive management informed of any changes as needed to maintain compliance.

- Serve as the filing officer for the Fair Political Practices Commission; advise Agency officials, and designated employees, of the Political Reform Act filing requirements; and administer the Agency's Conflict of Interest Code.

- Serve as the custodian of the official agency governance records; plan, create, and maintain organized centralized filing systems and computerization of the official records of all actions of the Governing Board, including resolutions, contracts, agreements, deeds, and minutes according to federal, State, local, and Agency regulations including the Health Insurance Portability and Accountability Act (HIPAA), and the Brown Act; and certify copies as required.

- Supports governance and administrative coordination of contracts requiring Governing Board review or official record retention as part of a shared responsibility with executive leadership, supporting the preparation, coordination, analysis, and revision of contracts for real property, goods, services, and facilities. Assists in ensuring required Business Associate Agreements and contractor Attestations are completed and maintained when applicable. Coordinates contract documentation through prescribed administrative, legal, and governance review pathways, including Governing Board consideration when required, and facilitates communication and distribution of approved agreements to designated staff to support compliant and effective contract execution.

- Prepare and coordinate governance-related correspondence, reports, official notes, memoranda, and regulatory documentation.

- Research and provide information to staff members, other governmental agencies, and the general public; answer questions and give out information on the telephone, by correspondence, and in person.

- As part of Public Records Act administration, establish procedures and manage the indexing, preservation, and archiving programs, retention schedules, and research and retrieval systems; coordinate the handling of public records requests, as well as other legal actions such as subpoenas and claims.

- Lead the development and implementation of electronic records software management systems for the standardization and preservation of Agency communications and transference of vital information.

- Provide official notification to the public regarding public hearings, including legal advertising of notices.

- Keep the Agency website updated on all Governing Board and Behavioral Health Commission rosters, agendas, minutes, MHSA Plan Updates, meeting times, notices and announcements.

- Perform related duties and responsibilities as assigned.

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 his/her past and current employment history. A typical example includes:

Education and Experience:

A Bachelor’s degree from an accredited college or university with major course work in public administration, business administration, or a related field; and six years of significant, directly related and progressively responsible public agency governance, executive administrative, or legislative support experience supporting a public agency governing body, executive office, or governance administration function. Administrative coordination of contracts is highly desirable.

Licenses and Certifications:

- Possession of an appropriate valid California driver's license. Certification as a Notary Public is required for this position. The Agency will provide training and reimburse allowable costs associated with obtaining Notary Public certification. The incumbent must obtain certification within six months of employment and maintain active Notary Public status throughout employment as a condition of continued service. Failure to obtain required certification may result in removal from the position.

- Certain positions may require employees to travel independently throughout designated service areas to attend meetings, conduct Authority business, provide services, or perform other job-related duties. When driving is required as part of the assignment, employees may be required to possess and maintain a valid California Driver's License, an acceptable driving record, and proof of current vehicle registration and insurance when operating a personal or Authority vehicle.

  Positions that are exclusively office-based may not require a driver's license unless the employee is reassigned or temporarily assigned to duties requiring travel.

Knowledge of:

- Federal, State, and local laws, regulations, and requirements applicable to public agencies and Joint Powers Authorities, including the Brown Act, California Public Records Act, and Political Reform Act (FPPC).
- Governance structures, statutory authorities, and procedural requirements of Joint Powers Authorities, governing boards, and advisory commissions.
- Principles and practices of public-sector governance administration, including agenda preparation, official actions, resolutions, and meeting protocols.
- Records and information governance, including electronic records retention, disclosure requirements, and lawful destruction of public records.
- Public meeting administration standards, including minute preparation, certification, and publication of official actions.
- Research, analysis, and report preparation methods applicable to public agency operations.
- Use of modern technology systems for agenda management, electronic document management, public records tracking, and website content management.
- Standards governing confidentiality, privacy, and secure handling of sensitive public records and information.
- Professional written communication practices, including grammar, clarity, and compliance-based documentation.

Skill in:

- Preparing, recording, certifying, and publishing agendas, minutes, resolutions, and other official governing body documents with accuracy and attention to legal requirements.
- Administering electronic records management systems, agenda management platforms, and document repositories.
- Interpreting and applying statutes, regulations, and procedural rules governing public agency transparency and governance.
- Conducting policy and legal research and organizing information for governing bodies, executive leadership, and the public.

- Using advanced office and productivity software, including Microsoft 365, document management systems, and content management applications.
- Communicating effectively and professionally with governing board members, commission members, executive leadership, legal counsel, staff, and the public.
- Managing confidential and sensitive matters with discretion, judgment, and professionalism.
- Organizing work, prioritizing tasks, and meeting statutory deadlines in a highly regulated environment.

Ability to:

- Serve as the official custodian of governance-related public records, including oversight of lawful retention, disclosure, and destruction in compliance with applicable laws.
- Remain current on laws, regulations, and best practices affecting public meetings, ethics filings, public records, and Joint Powers Authorities.
- Exercise independent judgment within established legal, policy, and governance frameworks.
- Analyze complex governance issues, assess compliance risks, and recommend appropriate procedural actions.
- Prepare accurate correspondence, reports, agendas, and official documentation requiring minimal revision.
- Coordinate Governing Board and Commission processes, including meeting schedules, agenda development, logistics, and follow-up actions.
- Respond to public inquiries regarding governance, records access, and public meetings in a professional and courteous manner.
- Establish and maintain effective working relationships with elected officials, appointed commission members, executive leadership, legal counsel, and agency staff.
- Manage multiple priorities and deadlines while maintaining accuracy, compliance, and transparency.
- Communicate clearly and concisely, both orally and in writing, in formal public-sector settings.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift up to 15 pounds.

ENVIRONMENTAL CONDITIONS

Work is performed in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous substances. Interaction with upset staff or the public may occur.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

TRI·CITY
Mental Health

JOINT POWERS AUTHORITY (JPA) ADMINISTRATOR/CLERK

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FLSA STATUS: Exempt

DEFINITION:

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SUPERVISION RECEIVED AND EXERCISED:

The JPA Administrator/Clerk receives general direction from the Executive Director.
Supervision. The JPA Administrator/Clerk exercises direct supervision over assigned JPA Assistant staff member(s), including work assignment, training, coordination, and performance input, consistent with established personnel policies and procedures.

DISTINGUISHING CHARACTERISTICS:

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Attachment 8-K

discrete governance-related assignments; however, the position does not exercise ongoing managerial authority over agency programs or departments. The position independently performs the full scope of assigned duties and regularly exercises discretion and independent judgment within established legal, policy, and governance frameworks.

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

- Handle highly confidential information regarding controversial issues, individuals, and/or projects with diversified agency-wide implications; render direct and confidential administrative assistance to the Governing Board, Executive Director, and the Executive Management Team, as needed.

- Research, compile, and organize information for use by the Executive Director and executive management in the completion of reports, recommendations, and special projects; prepare reports and coordinate special projects for the Executive Director's and executive management's approval; contact other departments, agencies, or individuals for additional materials and information as needed.

- Responsible for the preparation, organization, printing, and distribution of meeting agenda and packet materials for Governing Board, Behavioral Health Commission, and other meetings; process notices of public hearings; attest and post resolutions and declarations; and administer bid openings.

- Conduct research and comprehensive data collection to support analysis, organizes data and information, and prepares comprehensive technical records and reports pertaining to assigned area of responsibility or requests from Executive Director or Governing Board.

- Act as Recording Secretary and attend meetings of the Governing Board and Behavioral Health Commission to prepare and certify official meeting Minutes in accordance with applicable federal, State, and Agency policy regulations, including the Brown Act; publish, index, and maintain the resolutions and minutes of the Governing Board and Behavioral Health Commission.

- Ensure up-to-date knowledge and compliance with applicable federal, State, City, and Agency policy regulations, including the Brown Act and keep the Executive Director and executive management informed of any changes as needed to maintain compliance.

- Serve as the filing officer for the Fair Political Practices Commission; advise Agency officials, and designated employees, of the Political Reform Act filing requirements; and administer the Agency's Conflict of Interest Code.

- Serve as the custodian of the official agency governance records; plan, create, and maintain organized centralized filing systems and computerization of the official records of all actions of the Governing Board, including resolutions, contracts, agreements, deeds, and minutes according to federal, State, local, and Agency regulations including the Health Insurance Portability and Accountability Act (HIPAA), and the Brown Act; and certify copies as required.

- Supports governance and administrative coordination of contracts requiring Governing Board review or official record retention as part of a shared responsibility with executive leadership, supporting the preparation, coordination, analysis, and revision of contracts for real property, goods, services, and facilities. Assists in ensuring required Business Associate Agreements and contractor Attestations are completed and maintained when applicable. Coordinates contract documentation through prescribed administrative, legal, and governance review pathways, including Governing Board consideration when required, and facilitates communication and distribution of approved agreements to designated staff to support compliant and effective contract execution.

- Prepare and coordinate governance-related correspondence, reports, official notes, memoranda, and regulatory documentation.

- Research and provide information to staff members, other governmental agencies, and the general public; answer questions and give out information on the telephone, by correspondence, and in person.

- As part of Public Records Act administration, establish procedures and manage the indexing, preservation, and archiving programs, retention schedules, and research and retrieval systems; coordinate the handling of public records requests, as well as other legal actions such as subpoenas and claims.

- Lead the development and implementation of electronic records software management systems for the standardization and preservation of Agency communications and transference of vital information.

- Provide official notification to the public regarding public hearings, including legal advertising of notices.

- Keep the Agency website updated on all Governing Board and Behavioral Health Commission rosters, agendas, minutes, MHSA Plan Updates, meeting times, notices and announcements.

- Perform related duties and responsibilities as assigned.

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 his/her past and current employment history. A typical example includes:

Education and Experience:

A Bachelor’s degree from an accredited college or university with major course work in public administration, business administration, or a related field; and six years of significant, directly related and progressively responsible public agency governance, executive administrative, or legislative support experience supporting a public agency governing body, executive office, or governance administration function. Administrative coordination of contracts is highly desirable.

Licenses and Certifications:

- Possession of an appropriate valid California driver's license. Certification as a Notary Public is required for this position. The Agency will provide training and reimburse allowable costs associated with obtaining Notary Public certification. The incumbent must obtain certification within six months of employment and maintain active Notary Public status throughout employment as a condition of continued service. Failure to obtain required certification may result in removal from the position.

- Certain positions may require employees to travel independently throughout designated service areas to attend meetings, conduct Authority business, provide services, or perform other job-related duties. When driving is required as part of the assignment, employees may be required to possess and maintain a valid California Driver's License, an acceptable driving record, and proof of current vehicle registration and insurance when operating a personal or Authority vehicle.

  Positions that are exclusively office-based may not require a driver's license unless the employee is reassigned or temporarily assigned to duties requiring travel.

Knowledge of:

- Federal, State, and local laws, regulations, and requirements applicable to public agencies and Joint Powers Authorities, including the Brown Act, California Public Records Act, and Political Reform Act (FPPC).
- Governance structures, statutory authorities, and procedural requirements of Joint Powers Authorities, governing boards, and advisory commissions.
- Principles and practices of public-sector governance administration, including agenda preparation, official actions, resolutions, and meeting protocols.
- Records and information governance, including electronic records retention, disclosure requirements, and lawful destruction of public records.
- Public meeting administration standards, including minute preparation, certification, and publication of official actions.
- Research, analysis, and report preparation methods applicable to public agency operations.
- Use of modern technology systems for agenda management, electronic document management, public records tracking, and website content management.
- Standards governing confidentiality, privacy, and secure handling of sensitive public records and information.
- Professional written communication practices, including grammar, clarity, and compliance-based documentation.

Skill in:

- Preparing, recording, certifying, and publishing agendas, minutes, resolutions, and other official governing body documents with accuracy and attention to legal requirements.
- Administering electronic records management systems, agenda management platforms, and document repositories.

- Interpreting and applying statutes, regulations, and procedural rules governing public agency transparency and governance.
- Conducting policy and legal research and organizing information for governing bodies, executive leadership, and the public.
- Using advanced office and productivity software, including Microsoft 365, document management systems, and content management applications.
- Communicating effectively and professionally with governing board members, commission members, executive leadership, legal counsel, staff, and the public.
- Managing confidential and sensitive matters with discretion, judgment, and professionalism.
- Organizing work, prioritizing tasks, and meeting statutory deadlines in a highly regulated environment.

Ability to:

- Serve as the official custodian of governance-related public records, including oversight of lawful retention, disclosure, and destruction in compliance with applicable laws.
- Remain current on laws, regulations, and best practices affecting public meetings, ethics filings, public records, and Joint Powers Authorities.
- Exercise independent judgment within established legal, policy, and governance frameworks.
- Analyze complex governance issues, assess compliance risks, and recommend appropriate procedural actions.
- Prepare accurate correspondence, reports, agendas, and official documentation requiring minimal revision.
- Coordinate Governing Board and Commission processes, including meeting schedules, agenda development, logistics, and follow-up actions.
- Respond to public inquiries regarding governance, records access, and public meetings in a professional and courteous manner.
- Establish and maintain effective working relationships with elected officials, appointed commission members, executive leadership, legal counsel, and agency staff.
- Manage multiple priorities and deadlines while maintaining accuracy, compliance, and transparency.
- Communicate clearly and concisely, both orally and in writing, in formal public-sector settings.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift up to 15 pounds.

ENVIRONMENTAL CONDITIONS

Work is performed in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous substances. Interaction with upset staff or the public may occur.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

NURSE PRACTITIONER SUPERVISOR

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 the supervision of the Medical Director and within written policies and clinical guidelines, the Nurse Practitioner Supervisor is an Advanced Practice Registered Nurse (APRN) who provides and oversees mobile, community-based psychiatric and substance use disorder (SUD) services for individuals with serious mental illness (SMI), substance use disorders, and co-occurring conditions who may be disengaged from traditional clinic-based care. This position serves in a dual clinical and supervisory capacity, providing direct psychiatric care in the field while supervising interdisciplinary field-based teams, including Clinicians, Outreach Coordinators, Peer Support Staff, and Licensed Psychiatric Technicians (LPTs). The Nurse Practitioner Supervisor will initially provide direct prescribing and field-based psychiatric services alongside the team and will transition prescribing responsibilities to an additional Nurse Practitioner as the program scales. Services are delivered in non-traditional settings such as encampments, shelters, streets, parks, and other community locations, utilizing harm-reduction, trauma-informed, and engagement-focused approaches. A significant portion of work time is field-based. The position may require some evening, and non-traditional hours based on program needs and crisis response demands. The Nurse Practitioner Supervisor demonstrates increasing clinical autonomy, advanced psychopharmacological expertise, and leadership in both clinical care and team supervision, contributing to program development, quality improvement, and interdisciplinary coordination.

SUPERVISION RECEIVED AND EXERCISED:

Reports to the Medical Director and/or Supervising or Lead Psychiatrist. Provides direct clinical and administrative supervision to assigned interdisciplinary staff, which may include Licensed Clinicians, Outreach Coordinators, Peer Support Specialists, Licensed Psychiatric Technicians (LPTs) and other field-based behavioral health staff. Supervisory responsibilities include clinical oversight, coaching, performance feedback, workflow coordination, field safety guidance, and ensuring adherence to policies, documentation standards, and scope-of-practice requirements.

DISTINGUISHING CHARACTERISTICS:

This is an advanced practice supervisory classification for Nurse Practitioners certified by the California Board of Registered Nursing (BRN) to practice autonomously under AB 890 (B&P Code §2837.103). The Nurse Practitioner Supervisor provides and oversees psychiatric and substance use disorder (SUD) care in field-based, low-resource, and dynamic environments, exercising independent clinical judgment while leading interdisciplinary teams. Responsibilities include conducting independent psychiatric assessments and diagnoses, initiating and managing medications, performing crisis evaluation and stabilization, providing clinical supervision and staff mentorship, and leading program development and start-up operations. Although the role includes clinical collaboration with psychiatrists and medical leadership, the Nurse Practitioner Supervisor retains authority over day-to-day clinical decision-making for care delivered by supervised field teams.

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

Clinical Care and Prescribing

- Conduct comprehensive psychiatric evaluations, including mental health histories, psychosocial assessments, SUD assessments, and risk evaluations.
- Diagnose psychiatric and substance use disorders using DSM criteria and clinical judgment.
- Develop, implement, and monitor individualized, integrated treatment plans.
- Prescribe, manage, and monitor psychotropic and SUD-related medications, including assessing effectiveness, adverse effects, and drug interactions.
- Provide individual, group, and/or family psychotherapy, psychoeducation, motivational interviewing, and crisis intervention.
- Conduct crisis assessments and interventions in the field, including coordination with emergency and inpatient services when indicated.
- Order and interpret laboratory tests and other diagnostic procedures.
- Document all clinical services accurately and timely in the Electronic Health Record (EHR).

Supervision and Program Leadership

- Provide clinical and operational supervision to interdisciplinary Assertive Field-Based teams.
- Support staff development through coaching, case consultation, field mentoring, and performance feedback.
- Ensure staff practices are compliant with licensure scope, clinical protocols, documentation standards, and safety procedures.
- Participate in field-based service delivery alongside staff to model best practices in engagement, harm reduction, and clinical care.
- Assist in program development, workflow design, staffing models, and service expansion planning.
- Collaborate with leadership on staffing needs, including the transition to additional Nurse Practitioner coverage as program volume increases.

Collaboration and Quality Improvement

- Collaborate with psychiatrists, behavioral health providers, case managers, outreach teams, and external partners.
- Participate in case conferences, multidisciplinary team meetings, quality improvement initiatives, and staff training activities.
- Contribute to development and refinement of clinical protocols, field-based practices, and harm-reduction approaches.

- Maintain current knowledge of emerging research, best practices, and regulatory requirements.

Administrative and Compliance

- Ensure HIPAA, HITECH, and confidentiality compliance.
- Adhere to all Tri-City policies, procedures, and ethical standards.
- Perform other duties as assigned within scope of practice and licensure.

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. A typical example includes:

Education and Experience

Education:

- Master's Degree in Nursing (MSN) required; Doctor of Nursing Practice (DNP) preferred, with psychiatric/mental health/substance abuse emphasis.

Experience:

- Demonstrated experience providing psychiatric care to individuals with serious mental illness and/or substance use disorders.
- Experience in community mental health, substance abuse treatment, street medicine, emergency psychiatry, or public behavioral health strongly preferred.
- Prior supervisory or leadership experience in healthcare or behavioral health settings is desirable.

Licenses and Certifications:

- Current and active California Registered Nurse (RN) license.
- Current and active California Nurse Practitioner (NP) certification.
- Eligibility for and maintenance of California BRN 103 Nurse Practitioner certification under B&P Code §2837.103, including completion of all applicable transition-to-practice requirements.
- National certification as a Psychiatric-Mental Health Nurse Practitioner (PMHNP).
- DEA registration for prescribing controlled substances.
- Certain positions may require employees to travel independently throughout designated service areas to attend meetings, conduct Authority business, provide services, or perform other job-related duties. When driving is required as part of the assignment, employees may be required to possess and maintain a valid California Driver's License, an acceptable driving record, and proof of current vehicle registration and insurance when operating a personal or Authority vehicle.

  Positions that are exclusively office-based may not require a driver's license unless the employee is reassigned or temporarily assigned to duties requiring travel.

Knowledge of:

- Advanced psychiatric nursing principles, including SMI and SUD treatment.
- Psychopharmacology and medication-assisted treatment (MAT) principles.
- Harm-reduction, trauma-informed care, and outreach-based engagement models.
- Crisis intervention and field-based risk management.
- Community mental health systems and public behavioral health regulations.
- Supervisory principles, performance management, and staff development.
- Confidentiality, consent, and legal requirements (LPS Act, HIPAA).

Ability to:

- Deliver high-quality psychiatric and SUD care in non-traditional settings.
- Supervise, mentor, and lead interdisciplinary behavioral health teams.
- Exercise independent clinical judgment in complex and high-risk situations.
- Communicate effectively with clients, families, staff, and partner agencies.
- Maintain accurate clinical documentation.
- Manage competing priorities in dynamic environments.
- Demonstrate cultural humility and responsiveness to diverse populations.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in office and field-based community settings; ability to walk, stand, bend, stoop, reach, and navigate uneven terrain; ability to operate standard office and mobile technology equipment; vision to read printed materials and computer screens; hearing and speech to communicate effectively in person and by telephone. May be required to lift and carry up to 25 pounds of equipment, supplies, or materials associated with field-based service delivery.

ENVIRONMENTAL CONDIITIONS

Work is performed in both office and community-based field environments, including streets, shelters, encampments, residential settings, and other non-traditional service locations. Position may involve exposure to unpredictable environments, adverse weather conditions, potentially volatile situations, infectious diseases, and emotionally disturbed individuals.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

OUTREACH COORDINATOR – ASSERTIVE FIELD-BASED SERVICES (AFBS)

FLSA STATUS: Non-Exempt

DEFINITION:

Under general supervision and within established program and safety guidelines, the Outreach Coordinator – Assertive Field-Based Services (AFBS) provides field-based outreach, engagement, linkage, and care coordination services to adults and transition-age youth, as assigned, experiencing severe mental illness (SMI), substance use disorder (SUD), and co-occurring conditions, including individuals who are unsheltered or otherwise disconnected from clinic-based care.

As part of a multidisciplinary Assertive Field-Based Services team, the Outreach Coordinator delivers in-vivo services in community settings such as encampments, shelters, streets, parks, and transportation hubs to support engagement, stabilization, and retention in care, including housing-related supports.

This position supports Behavioral Health Services Act (BHSA) Full Service Partnership (FSP) requirements through ongoing engagement services, coordination of clinical and non-clinical supports, and facilitation of field-based SUD treatment initiation, including linkage to medications for addiction treatment.

The Outreach Coordinator practices in accordance with harm reduction, trauma-informed, and culturally responsive principles, prioritizing safety, client choice, and low-barrier access to care. Work is primarily field-based and may include evening hours based on client and program needs.

SUPERVISION RECEIVED AND EXERCISED:

Reports to the Program Manager and/or Clinical Supervisor (e.g., NP Supervisor). Works in close coordination with Medical Leadership consistent with BHSA program requirements and protocols. The position has no formal supervisory authority. May provide day-to-day functional guidance to peers, interns, volunteers, or outreach support staff as assigned and may serve as a field “lead” for safety and logistics during outreach operations.

DISTINGUISHING CHARACTERISTICS:

This classification is distinguished by its assertive, community-based engagement and its central role in enabling BHSA FSP “whatever-it-takes” service delivery through intensive outreach, relationship-based engagement, and coordinated linkage to clinical and social supports. The Outreach Coordinator operates as part of a team-based, multidisciplinary model consistent with best practices for assertive community care, supporting frequent contacts, in-community service delivery, and coordinated team communication to improve engagement and outcomes.

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

Outreach, Engagement, and Relationship-Based Service Delivery

- Conducts proactive, persistent outreach to locate and engage eligible individuals in the community, including those who are unsheltered or difficult to reach.
- Builds rapport using harm-reduction and trauma-informed engagement, respecting client autonomy and stage of change; supports low-barrier access to care.
- Provides practical, in-the-moment support to reduce barriers (e.g., transportation coordination, appointment accompaniment, communication support, referral navigation) consistent with individualized service plans.
- Coordinates ongoing engagement supports needed to maintain individuals in their treatment plan, including linkage to housing supports and community resources.

Support of Assertive Field-Based SUD Initiation and Stabilization

- Supports assertive field-based initiation for SUD treatment by coordinating rapid connection to prescriber services (NP/psychiatry), arranging or facilitating labs, and supporting pharmacy access and follow-up contacts as directed by clinical staff.
- Reinforces treatment engagement through reminders, accompaniment, and field check-ins to reduce drop-off after initial contact, consistent with team protocols and client preferences.

Care Coordination and Team-Based Operations

- Participates in daily/weekly team huddles, case conferences, and field planning to support coordinated, team-based care and shared outreach strategies.
- Coordinates with shelters, homeless service providers, hospitals, detox/residential programs, law enforcement partners (as appropriate), and community organizations to support continuity of care and linkage to resources.
- Supports field-based visits with clinical team members (Clinicians, NP, LPTs, Peers), including logistics, safety planning, and follow-up coordination.

Safety, Crisis Support, and Incident Response

- Uses de-escalation and field safety practices; assists clinical staff with crisis response and linkage to higher levels of care as needed (e.g., mobile crisis, emergency services), consistent with agency policy and scope.
- Recognizes and communicates safety concerns and environmental risks; adheres to established protocols for field work, including working in pairs/teams when required.

Documentation, Data, and Compliance

- Documents outreach contacts, engagement activities, referrals/linkages, and coordination efforts in the EHR or required systems in an accurate and timely manner consistent with confidentiality and documentation requirements.
- Collects required non-clinical engagement data to support program reporting and quality improvement activities consistent with BHSA oversight and accountability expectations.
- Maintains confidentiality and adheres to all Agency policies, including those regarding HIPAA/privacy, safety, and professional conduct.

Other

- Performs related duties as assigned within role scope.

QUALIFICATIONS

Education and Experience

Education:

- Required Bachelor's Degree in social sciences, public health, human services, psychology, sociology, or related field.

Experience:

- Four (4) years of experience in street outreach, homeless services, behavioral health, substance use disorder (SUD) services, case management, or other community-based human services programs is required. Experience working with individuals experiencing severe mental illness (SMI), substance use disorders, co-occurring conditions, and other high-acuity community-based needs is strongly preferred. Experience using harm-reduction and trauma-informed engagement approaches is desirable.

Licenses and Certifications:

- Certain positions may require employees to travel independently throughout designated service areas to attend meetings, conduct Authority business, provide services, or perform other job-related duties. When driving is required as part of the assignment, employees may be required to possess and maintain a valid California Driver's License, an acceptable driving record, and proof of current vehicle registration and insurance when operating a personal or Authority vehicle.

  Positions that are exclusively office-based may not require a driver's license unless the employee is reassigned or temporarily assigned to duties requiring travel.

Knowledge of:

- Principles of assertive engagement and team-based community service delivery models (such as coordinated team communication, frequent community contact, and proactive outreach).
- Harm-reduction principles and practical strategies for engaging people who use substances, including non-judgmental, person-centered approaches.
- Community resources related to homelessness response, shelters, benefits, housing navigation, medical care, crisis services, SUD treatment continuum, and recovery supports.
- Basic documentation principles, confidentiality expectations, and program compliance practices for publicly funded behavioral health services.
- Cultural humility and engagement approaches for diverse populations and communities disproportionately impacted by homelessness, SUD, and untreated mental illness.

Ability to:

- Effectively engage individuals in the field using relationship-based communication, motivational strategies, and de-escalation techniques consistent with program protocols and safety standards.
- Conduct persistent, respectful, and effective outreach to individuals who are ambivalent about services.
- Coordinate and support ongoing engagement activities required to maintain individuals in BHSA FSP services, including linkage to housing supports.
- Support rapid linkage and follow-up for field-based SUD treatment initiation (including facilitating prescriber connection and care logistics) within team protocols.
- Work effectively as a member of a multidisciplinary team and communicate timely, relevant information to clinicians and medical staff.
- Maintain accurate, timely documentation and comply with confidentiality and agency requirements.
- Manage time, prioritize competing field demands, and maintain professionalism in dynamic environments.
- Maintain safe work practices in community settings and follow field safety procedures.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift to 25 pounds.

ENVIRONMENTAL CONDITIONS

Work is performed in both office and community settings, including outdoor environments, shelters, encampments, streets, parks, transportation centers, and other field locations. Employees may encounter varying weather conditions, uneven terrain, traffic exposure, and interactions with individuals experiencing behavioral health crises.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

OUTREACH COORDINATOR – DIRECT LINK

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: Non-Exempt

DEFINITION:

Under general supervision and direction of the Access to Care Team (ATC), the Direct Link Outreach Coordinator performs outreach, engagement, reengagement, and service navigation activities for individuals who are not currently connected to behavioral health services or who have disengaged from treatment. This includes community-based outreach, assertive engagement, care navigation, warm handoffs to services, and coordination with internal programs and external partners. Services are delivered in alignment with Behavioral Health Services Act (BHSA) standards, with Medi-Cal billing occurring when applicable and appropriate. Performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision and direction from the ATC Program Manager. This classification does not exercise direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

This classification is distinguished by its field-based and engagement-focused role supporting the Behavioral Health Services Act (BHSA) transformation through proactive outreach and re-engagement of individuals who are unserved, underserved, or disconnected from behavioral health care. The position supports access to care through engagement activities, while also serving individuals who may be uninsured, underinsured, or covered by non-Medi-Cal insurance where billing may not apply. Unlike traditional clinical classifications, this role emphasizes assertive outreach, system navigation, and relationship-building across community settings rather than provision of therapy or clinical treatment.

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

- Coordinates teams to conduct community-based outreach to individuals who are not engaged or have disengaged from behavioral health services;
- Utilizes assertive engagement and re-engagement strategies consistent with trauma-informed, culturally responsive, and recovery-oriented best practices;

- Assists individuals and families with navigating access to behavioral health services, including referrals, eligibility screening, and coordination of intake and initial appointments;
- Provides warm handoffs and coordinated linkages to internal TCMHA programs and external service providers;
- Supports individuals in addressing barriers to engagement, including transportation, documentation, communication challenges, or system navigation;
- Coordinates and collaborates with multidisciplinary teams, Access-to-Care staff, care coordinators, peer partners, supervisors/managers and community-based organizations to create a schedule for events and manages requests from the community;
- Documents outreach and engagement activities in accordance with CalAIM Mental Health Rehabilitative Services, Medi-Cal, and agency documentation requirements;
- Captures billable mental health rehabilitative activities when services meet Medi-Cal and documentation criteria; recognizes when encounters are non-billable and documents accordingly
- Participates in outreach events, collaborative meetings, and system coordination activities;
- Schedules and provides outreach and educational events in the community;
- Designs education and outreach materials on the service arrange at Tri-City Mental Health Authority and provides educational events to community members and other service providers;
- Complies with all confidentiality, privacy, and ethical standards including HIPAA and applicable state and local regulations;
- Maintains data of community requests, dispatch of outreach teams, outcome of engagement activities in collaboration with Best Practices/Quality Assurance; and
- Performs related duties as required.

QUALIFICATIONS

Education and Experience

Education:

- Bachelor's degree in social services, human services, public health, psychology, sociology, or related field.

Experience:

- Four (4) years of experience in behavioral health, social services, outreach, care coordination, case management, peer support, or system navigation involving direct interaction with diverse populations.

Licenses and Certifications:

- Certain positions may require employees to travel independently throughout designated service areas to attend meetings, conduct Authority business, provide services, or perform other job-related duties. When driving is required as part of the assignment, employees may be required to possess and maintain a valid California Driver's License, an acceptable driving record, and proof of current vehicle registration and insurance when operating a personal or Authority vehicle.

Positions that are exclusively office-based may not require a driver's license unless the employee is reassigned or temporarily assigned to duties requiring travel.

Knowledge of:

- Principles and practices of behavioral health outreach, engagement, and re-engagement CalAIM Mental Health Recovery Services (MHRS) and access to care expectations.
- Trauma-informed, culturally responsive, and recovery-oriented service delivery models.
- Community-based behavioral health and supportive service systems.
- Confidentiality, privacy, and ethical standards applicable to public behavioral health programs.

Ability to:

- Engage individuals who may be ambivalent, reluctant, or distrustful of service systems.
- Communicate effectively with individuals from diverse cultural and socioeconomic backgrounds.
- Navigate complex service systems and facilitate access to care.
- Differentiate between billable and non-billable activities and document accordingly.
- Work independently in community-based and field settings.
- Establish and maintain effective working relationships with internal and external partners.
- Use sound judgment while maintaining professional boundaries.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift to 25 pounds.

ENVIRONMENTAL CONDIITIONS

Work is performed in both office and community settings, including outreach events, community partner locations, shelters, and other field-based environments. Employees may encounter varying weather conditions, travel between locations, and interactions with individuals experiencing behavioral health or social service needs.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

PEER SUPPORT SPECIALIST I/II – TRANSITION AGE YOUTH (TAY)

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: Non-Exempt

DEFINITION:

Under immediate (Peer Support Specialist I) or general (Peer Support Specialist II) supervision, a Transition-Aged Youth (TAY) Peer Support Specialist applies lived experience related to childhood, adolescence, and/or transition-age youth behavioral health, recovery, or systems-of-care experiences to authentically engage, support, and empower children, transition-aged youth, and their families. The Peer Support Specialist - TAY builds trust and rapport through shared experience, provides recovery- and resilience-oriented peer guidance, and promotes hope, self-advocacy, and youth voice. Incumbents assist clients in accessing, understanding, and navigating behavioral health services, educational and social supports, and community resources across systems of care (including mental health, education, child welfare, and juvenile justice, as applicable). The role supports meaningful engagement in services, skill-building, and developmental progression toward wellness, independence, and long-term recovery, and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives immediate (Peer Support Specialist I) or general (Peer Support Specialist II) supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS:

Peer Support Specialist I (Youth/TAY)

This is the entry-level classification in the certified Youth and Transition-Aged Youth (TAY) Peer Support Specialist series. Under close supervision, incumbents utilize lived experience as a youth or TAY to support and advocate for children and transition-aged youth receiving behavioral health and related services. Incumbents learn to perform routine billable and non-billable youth-focused peer support activities, engagement strategies, and required documentation while gaining familiarity with Authority policies, procedures, trauma-informed practices, and youth-serving systems of care (e.g., education, child welfare, juvenile justice, and behavioral health).

As experience is gained, assignments become more varied and complex, and the level of supervision and review decreases as incumbents demonstrate the ability to independently engage youth and families, apply peer support principles, and follow established work processes. Positions at this level may perform many of the same duties as a Peer Support Specialist II; however, they are not expected to exercise the same level of independent judgment, initiative, or discretion. Work is typically conducted within a clearly defined structure, with supervision provided while tasks are in progress and exceptions or procedural changes explained in detail.

Peer Support Specialist II (Youth/TAY)

This is the journey-level classification in the certified Youth and Transition-Aged Youth (TAY) Peer Support Specialist series. Positions at this level are distinguished from Peer Support Specialist I by the performance of the full range of assigned duties with a high degree of independence, judgment, and initiative when engaging children, transition-aged youth, and their families. Incumbents effectively apply lived experience and peer support best practices to support youth engagement, self-advocacy, skill development, and sustained participation in services across multiple programs and settings.

Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully knowledgeable of the policies, procedures, documentation standards, and systems of care relevant to youth and TAY services. Peer Support Specialist II incumbents may serve as informal mentors to entry-level peers, model effective youth-centered engagement practices, and contribute to program effectiveness through consistent, independent application of peer support principles.

Positions in the Peer Support Specialist series are flexibly staffed; positions at the Peer Support Specialist II level are normally filled by advancement from the Peer Support Specialist I level; progression to the Peer Support Specialist II level is dependent on (i) management affirmation that the position is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the Peer Support Specialist II level.

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

Positions at the Peer Support Specialist I level may perform some of these duties in a learning capacity.

- Provides youth- and TAY-centered peer-to-peer support services in office-based, community, school, and field settings, including outreach, engagement, encouragement, guidance, advocacy, and referrals to age-appropriate community resources and services for children, transition-aged youth, and their families; builds rapport through the appropriate sharing of lived experience as a youth or young adult in recovery.
- Supports youth and TAY clients in meaningful engagement with behavioral health and related services; conducts outreach and assists clients in identifying, addressing, and overcoming developmental, cultural, systemic, and logistical barriers to treatment participation.
- Assists youth, TAY clients, and families with identifying and accessing resources to address basic needs and social determinants of health, including food insecurity, housing instability, clothing, transportation, educational supports, employment readiness, and other youth-relevant financial or community resources.

- Supports youth and TAY clients in identifying strengths, setting developmentally appropriate wellness and recovery goals, and tracking progress; assists with the development and implementation of individualized Wellness and Recovery Action Plans (WRAP) or comparable youth-focused recovery tools; models and shares healthy coping strategies and skill-building practices.
- Provides age-appropriate peer education to youth, TAY clients, and families to increase understanding of behavioral health conditions, recovery principles, resilience, self-advocacy, and the role of services and natural supports.
- Assists youth and families in navigating youth-serving systems of care, including behavioral health, education, child welfare, juvenile justice, and community-based supports; accompanies clients to meetings, appointments, or therapy sessions when appropriate; assists with completing applications, forms, and consent documents; and ensures processes, rights, and client concerns are understood and addressed.
- Provides peer perspective, encouragement, mentoring, and support to youth, families, and staff based on lived experience, consistent with peer support ethics, boundaries, and scope of practice.
- Participates as a member of multidisciplinary treatment and care coordination teams; communicates youth and family perspectives related to engagement, strengths, barriers, and progress; supports youth in developing and maintaining collaborative, respectful relationships with providers and service teams.
- Attends and actively participates in supervision, team meetings, trainings, utilization review activities, peer review, case consultation, and public information or education activities related to youth and TAY services.
- Maintains accurate, timely, and thorough documentation of all billable and non-billable peer support activities and services provided to youth and TAY clients, in compliance with Medi-Cal and other applicable documentation and billing requirements.
- Maintains strict confidentiality and privacy of youth and family information in compliance with HIPAA, state confidentiality laws, and Authority policies, including special requirements related to minors and transition-aged youth.
- Observes and complies with all Authority policies, procedures, safety rules, professional boundaries, mandated reporting requirements, and protocols applicable to youth-serving environments.

QUALIFICATIONS

Education and Experience

Education:

Peer Support Specialist I/II - TAY: Equivalent to completion of the twelfth (12th) grade or possession of a high school diploma or GED, consistent with DHCS and CalMHSA Medi-Cal Peer Support Specialist certification standards.

Experience:

Peer Support Specialist I – TAY: Lived experience, either personal or as a parent, caregiver, family member, or significant support person, with recovery from mental health conditions, substance use disorders, or co-occurring conditions, with relevance to childhood, adolescence, or transition-aged youth experiences. Lived experience may include involvement with youth-serving systems of care (e.g., behavioral health, education, child welfare, juvenile justice), consistent with DHCS peer eligibility standards for youth-focused peer roles.

Peer Support Specialist II – TAY: Two (2) years of experience providing peer support services in a behavioral health or youth-serving setting, with demonstrated ability to apply lived experience to support children, transition-aged youth, and their families. Experience must align with DHCS-defined Peer Support Services, including engagement, skill-building, advocacy, recovery support, and care coordination within Medi-Cal behavioral health delivery systems (SMHS and/or DMC/DMC-ODS).

Licenses and Certifications:

- Possession of a Peer Support Specialist Certification is preferred at the time of hire but not required. Incumbents who do not hold a valid certification at hire will be enrolled by the Authority into an approved Peer Support Specialist certification program and must obtain certification within six (6) months of appointment. Once obtained, certification must be maintained continuously throughout employment. Failure to maintain certification may result in removal from the position.

- Certain positions may require employees to travel independently throughout designated service areas to attend meetings, conduct Authority business, provide services, or perform other job-related duties. When driving is required as part of the assignment, employees may be required to possess and maintain a valid California Driver's License, an acceptable driving record, and proof of current vehicle registration and insurance when operating a personal or Authority vehicle.

  Positions that are exclusively office-based may not require a driver's license unless the employee is reassigned or temporarily assigned to duties requiring travel.

Knowledge of:

Positions at the Peer Support Specialist I level may apply portions of the following knowledge in a learning capacity:

- Social, emotional, developmental, and behavioral aspects of mental health and substance use disorders as they present in children, adolescents, and transition-aged youth.
- Youth-serving behavioral health systems and services, including outpatient, school-based, community-based, and field-based programs, and how these systems intersect with family supports.
- Principles and practices of youth-centered and peer-driven engagement, including developmentally appropriate relationship-building with children, youth, and young adults.
- Principles and practices of direct service delivery with youth and TAY populations, including strength-based, recovery-oriented, resilience-focused, and trauma-informed approaches.

- Principles of behavioral health education as applied to children, youth, TAY clients, and their families or caregivers.
- Principles and practices of case management and care coordination for youth and TAY clients, including client charting, documentation standards, and inter-agency coordination.
- Cultural, social, developmental, and environmental factors that influence youth and family engagement in behavioral health services.
- Community-based, educational, and governmental resources that support youth and TAY wellness, including school systems, higher education, employment, housing, and youth-serving organizations.
- Common basic needs and challenges impacting children, youth, TAY clients, and families accessing behavioral health services, including cultural, linguistic, and systemic barriers.
- Applicable federal, state, and local laws, regulations, and professional standards relevant to youth-serving environments, including confidentiality requirements for minors, mandated reporting laws, and the Health Insurance Portability and Accountability Act (HIPAA).
- Authority and mandated safety rules, regulations, and protocols applicable to youth, school, and community settings.
- Customer service principles and techniques for interacting effectively with youth, parents/caregivers, community-based organizations, service providers, stakeholders, and Authority staff.
- The structure and content of the English language, including spelling, grammar, and rules of composition, sufficient to prepare accurate and professional documentation.
- Modern office equipment, electronic health records, and communication tools used to support service delivery, documentation, and coordination of care.

Ability to:

- Provide peer mentoring, guidance, and advocacy to children, transition-aged youth, and their families using youth-appropriate communication and engagement strategies.
- Engage and motivate youth and TAY clients to participate in services by appropriately sharing lived experience, promoting hope, resilience, and self-advocacy.
- Assist youth and families in identifying, addressing, and navigating developmental, systemic, and practical barriers to treatment participation.
- Explain Authority programs, youth-serving services, and policies to clients, families, the public, and community partners in a clear and age-appropriate manner.
- Establish and maintain trust and rapport with youth, TAY clients, and families from diverse cultural, ethnic, linguistic, and socio-economic backgrounds.
- Understand and work within scope of authority while exercising sound judgment when supporting youth and family engagement.
- Effectively identify and utilize community, educational, and youth-focused resources to support clients' wellness, recovery, and developmental goals.
- Listen attentively and respond respectfully to youth and family concerns, demonstrating empathy, professionalism, and appropriate peer boundaries.
- Work effectively with youth and TAY clients in various stages of recovery or treatment; maintain appropriate professional boundaries; identify strengths; encourage self-determination; and support developmentally appropriate decision-making.
- Respond appropriately to behavioral health crises involving youth or TAY clients, follow established protocols, and take effective action within scope of authority.

- Prepare clear, accurate, and timely client documentation, progress notes, correspondence, and reports consistent with Medi-Cal and Authority requirements.
- Exercise tact, initiative, prudence, and independent judgment within established policies, procedures, and ethical guidelines.
- Organize and manage workload independently; set priorities; meet deadlines; and follow up on assignments in dynamic youth-serving environments.
- Maintain strict confidentiality of youth and family information in compliance with HIPAA, state law, and Authority policy.
- Communicate clearly and effectively, both orally and in writing, with youth, families, colleagues, and stakeholders.
- Establish and maintain positive, collaborative working relationships with clients, families, multidisciplinary teams, schools, community partners, and behavioral health providers.
- Effectively use electronic health records, software applications, and modern office equipment to perform assigned duties.

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift to 10 pounds.

ENVIRONMENTAL CONDIITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, and may be exposed to blood and bodily fluids, and other hazardous physical substances and fumes. Employees interact with clients with behavioral disorders who may display erratic and assaultive behavior, including those who require emergency crisis intervention. Employees may also 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 Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination including drug/alcohol testing, and administrative review.

REGISTERED NURSE

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:

The Registered Nurse (RN) provides professional psychiatric nursing services in an outpatient community behavioral health setting, delivering safe, evidence-based, and client-centered care. Working as part of an interdisciplinary treatment team, the Registered Nurse supports assessment, treatment planning, medication management, crisis response, and recovery-oriented services in alignment with established clinical standards and program frameworks. The Registered Nurse practices within specific evidence-based models, such as Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT), to promote continuity of care, collaboration, and quality outcomes across the behavioral health continuum.

SUPERVISION EXERCISED AND RECEIVED:

The Registered Nurse is directly supervised by the Nursing Supervisor within the Medical Department and operates under established medical and nursing policies, procedures, and clinical protocols. The Registered Nurse functions as an interdisciplinary team member and collaborates closely with Program Managers and clinical staff supporting evidence-based practices; however, programmatic collaboration does not constitute supervisory authority.

The Registered Nurse exercises no supervisory authority over other clinical staff but may provide functional guidance, direction, and support in reference to nursing scope of practice expertise related to client care. The Registered Nurse is expected to use professional judgment in day-to-day nursing activities while seeking consultation for clinical issues that fall outside the Registered Nurse scope or require provider-level decision-making.

DISTINGUISHING CHARACTERISTICS:

The Registered Nurse is distinguished by specialized psychiatric nursing expertise and a clearly defined nursing and medical scope of practice within interdisciplinary outpatient behavioral health teams. While collaborating closely with licensed providers and other team members to support integrated treatment delivery, the Registered Nurse functions independently within the professional nursing role.

Incumbents perform nursing services within the scope of licensure and do not independently diagnose behavioral health disorders, prescribe medications, or provide services reserved exclusively to licensed practitioners unless otherwise authorized by law and organizational policy.

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

- Provides direct psychiatric nursing services within a multidisciplinary treatment team and evidence-based program framework, including field-based services such as home visits, crisis response, and coordination with community partners, including law enforcement and social service agencies.

- Administers prescribed medications and injections; monitors therapeutic effects, side effects, adverse reactions, and medication adherence.

- Conducts nursing assessments of clients' physical and behavioral health status and identifies health care needs and clinical concerns.

- Provides client and family education regarding medications, treatment plans, health maintenance, and available supports and services.

- Collaborates with psychiatrists, nurse practitioners, therapists, case managers, and other interdisciplinary team members in treatment planning, case conferences, and clinical meetings.

- Documents nursing services, medication administration, client responses, and other clinical activities in electronic health records in accordance with Medi-Cal, legal, regulatory, and organizational standards.

- Observes, reports, and responds appropriately to changes in client condition, behavioral health crises, and safety concerns in accordance with established protocols and scope of practice.

- Maintains compliance with applicable standards of nursing practice, scope of licensure, infection control requirements, communicable disease screening standards, and Authority policies and procedures.

- Participates in trainings, meetings, quality improvement, and performance improvement activities; maintains current professional knowledge, skills, and trends in psychiatric and community behavioral health nursing.

- Maintains professional, respectful, culturally responsive, and non-discriminatory relationships with clients, families, visitors, and staff while upholding client rights, privacy, confidentiality, and ethical standards.

- Performs other duties as assigned within the scope of licensure and classification.

QUALIFICATIONS

Education, Training and Experience

- Completion of an accredited Registered Nursing or Bachelor of Science in Nursing (BSN) program and at least one (1) year of direct patient care experience in a clinical setting are required. Experience in psychiatric nursing, behavioral health, community health, or related settings is strongly preferred. Familiarity working with individuals experiencing serious behavioral illness, co-occurring substance use disorders, and complex psychosocial needs is desirable.

Licensure/Registration/Certification:

- Current and active California Registered Nurse (RN) license.
- Holding a current and valid Basic Life Support (BLS) certification from the American Heart Association or an equivalent recognized provider at the time of hire. Certification must be maintained continuously as a condition of employment, with renewal completed before expiration.
- Certain positions may require employees to travel independently throughout designated service areas to attend meetings, conduct Authority business, provide services, or perform other job-related duties. When driving is required as part of the assignment, employees may be required to possess and maintain a valid California Driver's License, an acceptable driving record, and proof of current vehicle registration and insurance when operating a personal or Authority vehicle.

  Positions that are exclusively office-based may not require a driver's license unless the employee is reassigned or temporarily assigned to duties requiring travel.

Knowledge of:

- Standards of professional nursing practice, including assessment, planning, intervention, and evaluation within the RN scope.
- Medication administration, including psychotropic medications, monitoring therapeutic effects, and identifying adverse reactions.
- Physical health assessment and the relationship between medical and psychiatric conditions.
- Infection control, universal precautions, and clinical safety procedures.
- Principles of psychiatric nursing, including symptom recognition, therapeutic communication, and recovery-oriented practice.
- Common behavioral health disorders, including mood, anxiety, psychotic, and trauma-related conditions, and how they present across diverse populations.
- Co-occurring disorders, including substance use conditions and their interaction with behavioral health symptoms.
- Trauma-informed care and its application in outpatient settings.
- Crisis intervention concepts, including safety assessment, de-escalation strategies, and emergency response protocols.
- Applicable laws and regulations governing behavioral health practice, including the Lanterman-Petris-Short (LPS) Act, mandated reporting requirements, and patient rights.

- Medi-Cal documentation standards, medical necessities, and regulatory requirements related to billing, compliance, and audit readiness.
- Cultural humility and the ability to provide services that are responsive to diverse populations and communities.

Skill to:

- Render professional nursing services in the community behavioral health setting.

Ability to:

- Establish therapeutic relationships with clients experiencing a wide range of mental health symptoms while maintaining professional boundaries.
- Communicate effectively with clients, families, and interdisciplinary team members using clear, compassionate, and culturally responsive language.
- Recognize and respond to changes in a client's behavioral or physical condition and promptly notify licensed providers.
- Work collaboratively within a multidisciplinary team that may include psychiatrists, nurse practitioners, therapists, case managers, peer specialists, and social workers.
- Prioritize and organize work in a fast-paced outpatient environment with competing demands and frequent interruptions.
- Remain calm and effective during crises, using de-escalation techniques and following established safety protocols.
- Educate clients and families about behavioral health conditions, medications, coping strategies, and available community resources.
- Maintain accurate and timely documentation that meets legal, ethical, and organizational standards.
- Exercise sound nursing judgment within the RN scope of practice and seek guidance appropriately for issues requiring provider-level decision-making.
- Adapt to diverse client needs, including individuals with serious behavioral illness, co-occurring disorders, trauma histories, or complex psychosocial challenges.
- Uphold confidentiality and ethical standards, including compliance with HIPAA and behavioral health privacy requirements.
- Engage in continuous learning, staying current with best practices in psychiatric nursing, trauma-informed care, and community behavioral health.
- Document thoroughly and accurately using Electronic Health Records (EHR).
- Assist with Cardiopulmonary Resuscitation (CPR) as needed.

PHYSICAL DEMANDS (ADA)

This position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 25 pounds in the performance of daily activities Duties require grasping, manipulating small objects and using fine motor skills and precision instruments to administer injections, obtain vital signs, and operate clinical equipment. Repetitive hand movement and fine coordination in preparing reports and data using a computer, including documentation and data entry. Requires sufficient vision to see near and far with the ability to read gauges, thermometers and calibrated measuring instruments, labels, computer screens, and to review correspondence, reports, and statistical data. Must be able to communicate clearly and effectively in person, by phone, and through virtual platforms.

Requires the ability to perform complex clinical and behavioral health assessments, exercise sound professional judgment, make timely decisions in high-risk or crisis situations, manage risk effectively, and adapt to changing conditions, procedures, and clinical practices.

ENVIRONMENTAL CONDIITIONS

Potential exposure to violent or emotionally disturbed individuals. Frequent exposure to stress due to complex client care needs. Potential exposure to infectious diseases, bloodborne pathogens, and hazardous materials. May work in a climate-controlled healthcare setting with occasional temperature variations and/or in an outdoor setting with deviancies in temperature.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority 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 and TB test; and an administrative review.

TRI·CITY Mental Health

WRAPAROUND COACH

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:

The Wraparound Coach is responsible for developing Wraparound facilitators and, as applicable, related High-Fidelity Wraparound (HFW) roles to full competency. The coach directly supports the development of high-fidelity Wraparound practice by providing in the field observation with feedback to recognize strengths and build skill competence, and routine consultation to ensure direct service staff can consistently demonstrate the Wraparound process with fidelity. The Wraparound Coach uses a variety of strategies to support direct service staff in how to work with children, youth and parents in a team process, through modeling, group and individual coaching, documentation review as well as other methods that build knowledge, effective skills, and increased fidelity. The Wraparound Coach models the Wraparound principals, standards and practical application of the philosophy, and has the demonstrated skills required to serve as a mastery level high fidelity practitioner of the position(s) they are coaching. The Wraparound Coach also supports fidelity monitoring and continuous quality improvement by helping staff and leadership use recognized fidelity and practice-quality tools and by translating findings into targeted coaching plans and workforce development strategies.

SUPERVISION RECEIVED AND EXERCISED:

Receive supervision from assigned supervisor or management personnel. The role provides coaching and technical assistance focused solely on practice fidelity and skill development. Administrative supervision, performance evaluation, and personnel actions are the responsibility of program supervisors or managers. The Wraparound Coach collaborates with leadership by sharing practice observations and fidelity trends but does not direct or discipline staff.

DISTINGUISHING CHARACTERISTICS:

While trainers may deliver curriculum in a classroom setting, the Wraparound Coach works in the field, supporting real-time learning and skill application. The Wraparound Coach is a mastery-level practitioner, often with direct experience in the Wraparound positions they support, modeling best practices and guiding the team's alignment with the California High Fidelity Wraparound model. The Wraparound Coach focuses on competency development, fidelity practice, reflective coaching, and practice improvement, using data and structured observation to build durable practitioner skills.

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

- Provides field-based coaching, modeling, consultation, and strengths-based feedback to Wraparound staff to support competency development and high-fidelity practice across all phases of service delivery.

- Observes staff interactions with youth, families, Child and Family Teams (CFTs), and system partners to assess practice skills, reinforce effective interventions, and support continuous skill development.

- Utilizes adult learning strategies, including role modeling, guided practice, reflective coaching, and group facilitation, to support workforce development across varying learning styles and experience levels.

- Coaches staff in the implementation of High-Fidelity Wraparound principles, culturally responsive practices, family voice and choice, crisis and safety planning, transition planning, and coordinated team-based care.

- Supports onboarding and ongoing development of staff through individualized coaching plans, readiness assessment, and role-specific competency development.

- Assists staff and leadership in interpreting and applying fidelity, assessment, and quality improvement tools, including IP-CANS, WFI-EZ, TOM, DART, and related practice measures, to improve service delivery and outcomes.

- Collaborates with supervisors, leadership, and quality improvement teams to identify workforce strengths, practice trends, training needs, and opportunities for continuous quality improvement.

- Supports effective collaboration within the System of Care, including coordination with behavioral health, child welfare, probation, schools, community providers, and natural supports.

- Coaches staff in maintaining timely, accurate, and compliant documentation consistent with Wraparound practice standards, Medi-Cal/BHSA requirements, confidentiality standards, and agency policies.

- Leads role-specific coaching sessions, skill-building activities, and practice-based learning opportunities to strengthen workforce capacity and fidelity to the Wraparound model.

- Alerts leadership to persistent practice or competency concerns that may require additional supervisory review or intervention.

- Performs related duties as assigned.

QUALIFICATIONS

Education and Experience

- Bachelor's degree in social services, human services, or an equivalent field with a minimum of four (4) years' experience working with the target population and/or High-Fidelity Wraparound program and supervision.

Or

- Master's degree in social services, human services, or an equivalent field with a minimum of two (2) years' experience working with the target population and/or High-Fidelity Wraparound program and supervision.

Licenses and Certifications:

For positions assigned to field-based services:

Ability to travel independently within the Tri-City and surrounding service areas to provide community-based services. Possession of a valid California Driver's License, a satisfactory driving record, and proof of a properly registered and insured vehicle, may be required if operating a personal or Authority vehicle.

For office-based assignments:

No driver's license requirement unless reassigned to a field-based role.

Knowledge of:

- Principles, phases, and roles associated with Wraparound model
- Familiarity with assessment and fidelity tools (e.g., IP-CANS, WFI-EZ, TOMs) and how to utilize to inform treatment
- Using a variety of adult learning strategies to support skill development across learning styles
- Effective presentation skills
- Strong interpersonal skills
- Engaging people from different cultures, ages and backgrounds.
- 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:

- Demonstrate cultural humility and curiosity; understands issues of implicit bias, diversity, equity and inclusion.
- Explore and understand the role of tribes and the Indian Child Welfare Act (ICWA), as applicable to Wraparound
- Complete standardized training for coaches in a timely fashion
- Maintain a positive approach to promoting growth and progress in others
- Effectively evaluate performance and provide direct feedback
- Be comfortable as a teacher and learner
- Display creative in developing learning experiences that match the trainee's learning style
- Exhibit organizational skills and ability to manage complex tasks in a timely way
- Display self-awareness (self-care needs, triggers, etc.)
- Prepare clear and concise correspondence, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Maintain Service Standard Hours according to policy.
- 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; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift up to 15 pounds.

ENVIRONMENTAL CONDITIONS

Work is performed in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous substances. Interaction with upset staff or the public may occur.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

WRAPAROUND FACILITATOR

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: Non-Exempt

DEFINITION:

Under general supervision and direction, the Wraparound Facilitator serves as the care coordinator and central guide of the Wraparound process. Facilitators coordinate, lead, and monitor implementation of the individualized Plan of Care, ensuring the process reflects the family's voice, culture, strengths, and goals. They help unify team efforts, maintain team cohesion, and coordinate services across the Children's System of Care, including child welfare, mental health, juvenile justice, education, and tribal systems in the case of a Native American child.

SUPERVISION RECEIVED AND EXERCISED:

Receives clinical and general supervision or direction from assigned supervisory or management personnel. Works alongside Wraparound Coach to develop facilitation skills to ensure fidelity to Wraparound process. Exercises no direct supervision over staff.

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

- Schedule, convene, and facilitate Wraparound team meetings, ensuring to invite natural and formal support, guide the family's team through meaningful participation;
- Guide the Wraparound team through needs discovery, strengths identification, and family vision articulation;
- Lead development of Wraparound team agreements, team mission, the family vision statement, and development of the family's goals;
- Prioritize needs and translate them into measurable outcomes in the Plan of Care;
- Coordinate the development of crisis and safety plans that reflect family-driven, proactive, and reactive strategies;
- Update and review plans ensuring all team members are aligned and aware of

responsibilities.

- Maintain ongoing communication and follow-up with all Wraparound and Child and Family Team Members to ensure clear communication, accountability, and service delivery;

- Engage additional natural supports and professionals to expand the Child and Family team's capacity;

- Support transition planning from the onset, guiding the family through benchmarks toward sustainable support and success;

- Incorporate tools such as the IP-CANS to inform planning and monitor progress;

- Provide Medi-Cal billable services consistent with CalAIM/MHRS requirements, ensuring that all facilitation, coordination, and family engagement activities meet documentation and medical necessity standards;

- Complete accurate, timely, and compliant Medi-Cal documentation, including progress notes and Plan of Care updates, in accordance with county, state, and DHCS billing requirement;

- Demonstrate awareness of and responsiveness to common mental health conditions affecting children, youth, and families served (e.g., mood disorders, trauma-related conditions, anxiety, psychotic disorders, and co-occurring conditions);

- Collaborate closely with clinical providers to support engagement, treatment goals, and service coordination for individuals with identified mental health needs;

- Monitor and communicate changes in mental health status that may impact service planning, safety planning, or level of care;

- Deliver services in alignment with trauma-informed, recovery-oriented, and culturally responsive behavioral health practices

QUALIFICATIONS

Education and Experience

- Master's degree in social services, human services or an equivalent field with a minimum of two (2) years paid experience working with the target population; or

- Bachelor's degree in social services, human services or an equivalent field with a minimum of four (4) years paid experience working with the target population; or

- Associates degree in social services, human services or an equivalent field with a minimum of six (6) years paid experience working with the target population.

Licenses and Certifications:

- For positions assigned to field-based services:

Ability to travel independently within the Tri-City and surrounding service areas to provide community-based services. Possession of a valid California Driver's License, a satisfactory driving record, and proof of a properly registered and insured vehicle, may be required if operating a personal or Authority vehicle.

- For office-based assignments:

  No driver's license requirement unless reassigned to a field-based role.

Knowledge of:

- California Wraparound Standards, values and process.
- Family systems, Child Serving Systems, and Strength Based approach to engagement.
- Confidentiality laws, interagency systems, and care coordination best practices
- Integrated Practice – Child and Adolescent Needs and Strengths (IP-CANS) tool
- Clear, concise writing skills. Ability to utilize collaborative documentation as a way to promote engagement and transparency.
- 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.
- Medi-Cal documentation, medical necessity, and billing principles related to Wraparound and Child and Family Team services
- Common child, adolescent, and family mental health conditions and their impact on engagement, functioning, and service coordination

Ability to:

- Take lead in group facilitation, team-building, and group decision-making
- Display strong organizational, documentation, and time-management abilities
- Demonstrate cultural responsiveness and an understanding of implicit bias
- Engage and unify diverse perspectives, including Tribal partners and natural supports
- Utilize active listening, motivational interviewing, and conflict resolution
- Maintain healthy boundaries, promote collaborative environments, and foster shared ownership among team members
- Be flexible and resilient, adapting plans based on family needs
- Implement the family's vision while anchoring the team in strength-based, culturally responsive, and outcome-driven practices.

- Prepare clear and concise correspondence, client case documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Maintain Service Standard Hours according to policy.
- 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.
- Deliver Wraparound facilitation services that are both family-driven and compliant with Medi-Cal billing and documentation standards
- Recognize behavioral health symptoms and appropriately coordinate with licensed clinical staff when clinical intervention or assessment is indicated

PHYSICAL DEMANDS (ADA)

Must possess mobility to work in a standard office setting and use standard office equipment; vision to read printed materials and computer screen; and hearing and speech to communicate. May require standing, walking, bending, stooping, and the ability to lift up to 15 pounds.

ENVIRONMENTAL CONDIITIONS

Work is performed in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous substances. Interaction with upset staff or the public may occur.

WORKING CONDITIONS

In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to perform duties accordingly.

Must receive satisfactory results from a background investigation, pre-employment physical examination including drug/alcohol testing, and administrative review.

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **05/20/2026**

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

FROM: **Ontson Placide, Executive Director**

BY: **Ontson Placide, Executive Director**

SUBJECT: **Establishing The New Operational Policy And Procedures: 1) Artificial Intelligence Usage, 2) Crisis Management, 3) LPS Certification, 4) Naloxone Distribution, Effective May 21, 2026**

Summary:

Staff seek Governing Board approval of four (4) new Policies and Procedures that are operational in nature and necessary to support ongoing clinical effectiveness, regulatory compliance, and risk management across the organization. These policies establish clear standards in the areas of:

1. Artificial Intelligence (AI) Usage
2. Crisis Management
3. LPS Certification and Crisis Authority Practices
4. Naloxone Distribution

Collectively, these policies strengthen TCMHA's governance framework by clarifying staff responsibilities, reinforcing scope of practice requirements, and aligning operations with federal, state, and county regulatory expectations.

Background:

TCMHA is required to maintain current, clearly defined operational policies to ensure safe, effective, and compliant service delivery. The proposed policies reflect evolving regulatory requirements, emerging operational needs, and best practices in behavioral health.

- AI Usage Policy:
  Establishes governance and safeguards for the use of AI tools within TCMHA. The policy permits limited, authorized administrative use (e.g., Microsoft Copilot within the secure Microsoft 365 environment) while strictly prohibiting use in clinical care, documentation, diagnosis, or treatment decision-making. It ensures compliance with HIPAA, DHCS/Medi-Cal requirements, LACDMH contract obligations, and BHSA expectations, while mitigating risk associated with unauthorized or external AI platforms.
- Crisis Management Policy:
  Defines agency-wide expectations for responding to behavioral health crises. It affirms crisis response as a core organizational responsibility and outlines requirements for timely assessment, de-escalation, stabilization, and linkage to

care. The policy aligns with Welfare and Institutions Code, DHCS guidance (BHIN 23-025), Title 9 regulations, and national best practices (SAMHSA), and establishes expectations for staff participation in crisis response—including mobile crisis services and coordination with system partners (e.g., 988, 911, hospitals, law enforcement).

- <u>LPS Certification and Crisis Authority Practices:</u>
  Clarifies roles and responsibilities associated with involuntary psychiatric holds (e.g., 5150/5585) and related crisis determinations. The policy reinforces that only appropriately trained, licensed, and designated staff may perform functions requiring clinical judgment or legal authority, ensuring compliance with California law and county designation requirements. It strengthens consistency, accountability, and risk mitigation in high-liability clinical situations.
- <u>Naloxone Distribution Policy:</u>
  Establishes protocols for the safe administration and distribution of naloxone to prevent opioid overdose deaths. The policy ensures appropriate storage, tracking, training, and documentation in alignment with DHCS requirements, the Naloxone Distribution Project (NDP), and public health guidelines. It also supports broader community access by allowing distribution to clients, families, and community members at risk.

These policies are operationally focused and designed to ensure that TCMHA maintains a high-functioning, compliant system of care while adapting to emerging service delivery needs under BHSA implementation.

<u>Fiscal Impact</u>:

There is no significant direct fiscal impact associated with approval of these policies.

- Existing staffing and operational resources support implementation.
- Minimal costs may be associated with staff training (e.g., naloxone administration, crisis protocols), which are already incorporated into existing training structures or funded through existing program allocations.
- Naloxone supply is anticipated to be supported through existing public health initiatives (e.g., NDP) and current program budgets.

Overall, these policies are expected to reduce organizational risk exposure and support compliance, thereby avoiding potential financial liabilities.

<u>Recommendation</u>:

Staff recommend that the Governing Board adopt Resolution No. 857 approving the four (4) new Policies and Procedures as presented, recognizing them as essential operational frameworks that support clinical effectiveness, regulatory compliance, and organizational risk management across TCMHA programs.

Attachments

Attachment 9-A: Resolution No. 857 - Draft
Attachment 9-B: AI Usage Policy
Attachment 9-C: Crisis Management Policy
Attachment 9-D: LPS Certification and Crisis Authority Practices Policy
Attachment 9-E: Naloxone Distribution Policy

RESOLUTION NO. 857

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ESTABLISHING THE NEW OPERATIONAL POLICY AND PROCEDURES: 1) ARTIFICIAL INTELLIGENCE USAGE, 2) CRISIS MANAGEMENT, 3) LPS CERTIFICATION, 4) NALOXONE DISTRIBUTION, EFFECTIVE MAY 21, 2026

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") is committed to maintaining comprehensive, current, and compliant Policies and Procedures that support clinical effectiveness, operational integrity, and regulatory compliance across all programs and services.

B. TCMHA is required to align its operations with applicable federal and California laws and regulations, including but not limited to HIPAA, Medi-Cal/DHCS requirements, Welfare and Institutions Code, California Code of Regulations Title 9, LACDMH contract obligations, and the Behavioral Health Services Act (BHSA).

C. The Authority recognizes the need to formalize governance and safeguards related to emerging administrative tools, including Artificial Intelligence, to ensure appropriate use while protecting client privacy and maintaining professional accountability.

D. The Authority further recognizes the necessity of maintaining a clearly defined and coordinated behavioral health crisis response system, including staff roles, clinical responsibilities, and system partner coordination, consistent with state guidance and national best practices.

E. The Authority must establish clear standards for staff authorized to perform involuntary psychiatric hold functions (e.g., 5150/5585) to ensure compliance with legal requirements and reduce organizational risk.

F. The Authority is committed to addressing the opioid crisis by ensuring access to naloxone, a life-saving medication, and establishing appropriate procedures for its storage, use, and distribution in compliance with public health guidance and DHCS requirements.

G. Adoption of the following Policies and Procedures is necessary to support safe, effective, and compliant operations across the Authority:

- AI Usage Policy
- Crisis Management Policy
- LPS Certification and Crisis Authority Practices Policy
- Naloxone Distribution Policy

2. Action

The Governing Board approves and establishes the Authority's following Policies and Procedures, effective 05/21/2026

- Policy and Procedure – Artificial Intelligence (AI) Usage
- Policy and Procedure – Crisis Management
- Policy and Procedure – LPS Certification and Crisis Authority Practices
- Policy and Procedure – Naloxone Distribution

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on 05/20/2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
JED LEANO, CHAIR

APPROVED AS TO FORM:

____
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

____
ONTSON PLACIDE, EXECUTIVE DIRECTOR

TRI-CITY MENTAL HEALTH AUTHORITY

POLICY & PROCEDURE

SUBJECT: Artificial Intelligence Usage	POLICY NO.:	EFFECTIVE DATE: 05/21/2026	PAGE: 1 of 6
APPROVED BY: Governing Board [ED signs here] Executive Director	SUPERCEDES:	ORIGINAL ISSUE DATE: 05/21/2026	RESPONSIBLE PARTIES: Chief Administrative Officer & Information Technology

1. PURPOSE

Tri-City Mental Health Authority ("TCMHA" or "Authority") recognizes that Artificial Intelligence ("AI") technologies may support administrative efficiency, workflow organization, communication, and operational effectiveness when implemented with appropriate safeguards and oversight. At the same time, AI technologies present significant risks involving confidentiality, privacy, cybersecurity, inaccurate information, and regulatory compliance, particularly within the behavioral health environment. The purpose of this Policy and Procedure ("P&P") is to establish organizational standards for the acceptable, secure, ethical, and compliant use of AI technologies within TCMHA. This P&P is intended to permit limited and authorized administrative use of AI while protecting client confidentiality, workforce information, organizational data, and compliance obligations. This P&P further establishes expectations regarding authorized use, prohibited use, human oversight, confidentiality protections, and accountability for all AI-assisted activities. This P&P supplements existing organizational policies regarding HIPAA compliance, client confidentiality, information security, cybersecurity, acceptable technology use, and workforce conduct.

2. POLICY

2.1 TCMHA permits the use of Authorized AI Tools only, and solely for approved administrative, operational, governance, and limited support functions subject to strict safeguards, oversight, confidentiality protections, and compliance requirements.

2.2 TCMHA prohibits the use of unauthorized, externally hosted, consumer-based, or personally subscribed AI applications for Authority business purposes regardless of whether confidential information is intentionally entered.

2.3 AI technologies shall not be used in any manner that compromises:
2.3.1 Client confidentiality
2.3.2 HIPAA compliance
2.3.3 Privacy protections

2.3.4 Information security
2.3.5 Legal or regulatory compliance
2.3.6 Professional standards of care
2.3.7 Human accountability or professional judgment

2.4 AI technologies shall not replace licensed clinical judgment, supervisory oversight, medical necessity determinations, human resources authority, compliance review, legal review, executive decision-making, or professional accountability.

2.5 AI technologies shall not be utilized for:
2.5.1 Diagnoses
2.5.2 Treatment planning
2.5.3 Clinical recommendations
2.5.4 Crisis response or risk assessment
2.5.5 Clinical decision-making
2.5.6 Independent therapeutic guidance
2.5.7 Any function that replaces direct professional responsibility

2.6 AI tools may only be utilized through Authority-approved systems, environments, and accounts that have been reviewed for appropriate security, privacy, compliance, and governance safeguards.

2.7 Staff members are prohibited from entering, uploading, transmitting, summarizing, or disclosing confidential, proprietary, personnel-related, sensitive, client-related, or protected information into unauthorized AI systems or platforms.

2.8 Prohibited information includes, but is not limited to:
2.8.1 Protected Health Information ("PHI")
2.8.2 Client identifiers or clinical narratives
2.8.3 Electronic Health Record ("EHR") content
2.8.4 Personnel investigations or disciplinary information
2.8.5 Employee evaluations or compensation information
2.8.6 Confidential Board discussions
2.8.7 Strategic planning materials
2.8.8 Legal or investigative materials
2.8.9 Cybersecurity information
2.8.10 Contract negotiations or confidential financial information
2.8.11 Attorney-client privileged information
2.8.12 Confidential internal communications

2.9 Staff members remain fully responsible for:
- 2.9.1 The accuracy of AI-assisted work products
- 2.9.2 Appropriate professional judgment
- 2.9.3 Protection of confidential information
- 2.9.4 Verification of AI-generated outputs
- 2.9.5 Compliance with organizational standards and applicable laws

2.10 All AI-generated outputs must be reviewed, validated, and approved by the staff member prior to operational use, distribution, publication, reliance, or incorporation into organizational activities.

2.11 The Governing Board authorizes TCMHA leadership to establish and revise administrative procedures, operational workflows, approval processes, technical safeguards, training standards, monitoring activities, and implementation requirements necessary to operationalize this P&P.

2.12 Administrative procedures and operational workflows developed under this P&P may be revised by organizational leadership as operational needs, technology standards, cybersecurity requirements, regulatory expectations, or workflow processes evolve, provided such revisions do not materially alter the intent or scope of this Governing Board-approved policy.

3. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

3.1 Artificial Intelligence (“AI”) - Any software, application, or system capable of generating text, summaries, analyses, recommendations, classifications, predictions, or other outputs using automated, algorithmic, machine-learning, or generative processes.

3.2 Authorized AI Tool - An AI application formally approved by TCMHA, issued through Authority-managed systems, and governed by organizational policies, procedures, technical safeguards, and compliance standards.

3.3 Unauthorized AI Tool - Any AI application, website, browser extension, personal subscription, consumer AI platform, or software not expressly approved by TCMHA for organizational use.

3.4 Protected Health Information ("PHI") - Individually identifiable health information as defined under HIPAA and applicable California privacy laws.

3.5 Clinical Use - Any AI use involving diagnosis, assessment, treatment planning, therapeutic recommendations, medical necessity determinations, clinical documentation, crisis intervention, risk assessment, or direct behavioral health service delivery.

3.6 Administrative Use - Non-clinical operational activities including drafting internal documents, summarizing non-clinical communications, governance support, operational planning, information organization, scheduling support, workflow assistance, and administrative productivity tasks.

4. PROCEDURES

4.1 Authorization and Access

4.1.1 Only Authorized AI Tools approved by TCMHA may be used for organizational business purposes.
4.1.2 IT shall issue AI access through Authority-managed systems and accounts only.
4.1.3 Access may be restricted based upon department, role, job classification, security requirements, or operational need.
4.1.4 AI access may be suspended, restricted, or revoked at any time at TCMHA's discretion.

4.2 Permitted Administrative Uses

4.2.1 Authorized AI Tools may be utilized for approved administrative and operational purposes including:

- 4.2.1.1 Drafting internal memoranda or policy drafts
- 4.2.1.2 Organizing operational information
- 4.2.1.3 Summarizing non-clinical communications
- 4.2.1.4 Improving grammar, formatting, or clarity of non-clinical documents
- 4.2.1.5 Preparing operational or governance summaries
- 4.2.1.6 Supporting project planning and workflow organization
- 4.2.1.7 Generating meeting agendas or administrative outlines

4.2.2 All permitted AI usage must:

- 4.2.2.1 Exclude PHI and confidential client information unless specifically authorized
- 4.2.2.2 Follow minimum necessary standards
- 4.2.2.3 Be reviewed and validated by the workforce member
- 4.2.2.4 Remain subject to human oversight and accountability

4.3 Prohibited Uses

4.3.1 AI tools shall not be used for:

4.3.1.1 Clinical documentation
4.3.1.2 Treatment planning
4.3.1.3 Diagnoses or clinical recommendations
4.3.1.4 Crisis response or risk assessment
4.3.1.5 Medical necessity determinations
4.3.1.6 Therapeutic decision-making
4.3.1.7 Entry of confidential personnel information into unauthorized systems
4.3.1.8 Uploading confidential organizational information into unauthorized AI tools
4.3.1.9 Use of personal AI subscriptions or public consumer AI applications for Authority business

4.4 Human Oversight and Verification

4.4.1 AI-generated outputs may contain inaccuracies, fabricated information, incomplete information, bias, or outdated content.
4.4.2 Workforce members are responsible for independently reviewing and verifying all AI-generated outputs prior to reliance or operational use.
4.4.3 AI-generated outputs shall not be considered authoritative without human review and approval.

4.5 Technical Safeguards and Controls

4.5.1 IT may implement technical safeguards including:

4.5.1.1 Data Loss Prevention ("DLP") controls
4.5.1.2 Sensitivity labeling
4.5.1.3 Access restrictions
4.5.1.4 Monitoring tools
4.5.1.5 Automated warnings or blocking controls

4.5.2 Systems may automatically restrict or block activities when policy thresholds or security controls are triggered.

4.6 Monitoring and Audit

4.6.1 AI usage may be monitored through organizational audit logs, cybersecurity tools, and compliance systems.
4.6.2 Monitoring activities may include review of:

4.6.2.1 Usage patterns
4.6.2.2 Access to restricted information
4.6.2.3 Potential confidentiality or compliance risks

4.6.3 Detailed reviews shall occur only as necessary for compliance, audit, investigative, legal, operational, or cybersecurity purposes.

4.7 Reporting and Enforcement

4.7.1 Suspected misuse of AI technologies must be reported to IT, Compliance, Privacy, Human Resources, or organizational leadership as appropriate.

4.7.2 Confirmed violations may result in:

- 4.7.2.1 Suspension or revocation of AI access
- 4.7.2.2 Mandatory retraining
- 4.7.2.3 Progressive discipline
- 4.7.2.4 Corrective action
- 4.7.2.5 Contractual remedies
- 4.7.2.6 Legal or regulatory reporting obligations where applicable

4.7.3 Unauthorized AI usage involving confidential, workforce, or client information shall be considered a serious policy violation.

Source material incorporated and synthesized from uploaded policy draft.

5. REFERENCES

5.1 TCMHA HIPAA Privacy and Security Policies

5.2 TCMHA Information Technology Acceptable Use Policy

5.3 California Attorney General, Legal Advisory on Artificial Intelligence in Healthcare (Jan. 13, 2025)

5.4 California Assembly Bill 3030 – Artificial Intelligence in Health Care Services Act

5.5 DHCS Behavioral Health Services Act (BHSA) County Policy Manual

5.6 California Telehealth Resource Center, Health Care Artificial Intelligence Governance Guide

6 FORMS

6.1 An Acknowlwedgement Form will be generated for all staff to sign

TRI-CITY MENTAL HEALTH AUTHORITY

POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Behavioral Health Crisis Management – Staff Responsibilities and Response Expectations		05/21/2026	**1** of **6**
APPROVED BY: **Governing Board** [ED signs here] **Executive Director**	**SUPERCEDES:**	**ORIGINAL ISSUE DATE:** 05/21/2026	**RESPONSIBLE PARTIES:** Chief Program Officer

1. PURPOSE

1.1 This policy establishes Tri-City Mental Health Authority's (TCMHA) agency-wide responsibilities and expectations for identifying, managing, and responding to behavioral health crises involving TCMHA clients and, when applicable, community members within TCMHA's service area. As a local mental health authority/mental health plan, TCMHA has a fundamental obligation to maintain a functioning crisis response continuum, including precrisis and crisis services that are available to provide immediate response and stabilization, including through mobile services when indicated (Welfare and Institutions Code (WIC) § 5600.4(a)). This policy is also intended to support timely, coordinated crisis care in alignment with state Medi-Cal requirements and guidance for community-based mobile crisis intervention services (DHCS BHIN 23-025; WIC § 14132.57), applicable specialty mental health services regulations (California Code of Regulations (CCR), Title 9), and national best practices for a coordinated behavioral health crisis system of care (SAMHSA National Behavioral Health Crisis Care Guidance).

2. POLICY

2.1 Behavioral health crisis response is a core responsibility of Tri-City Mental Health Authority. TCMHA shall maintain and operate processes, staffing models, and clinical coverage sufficient to provide timely crisis assessment, de-escalation, stabilization, triage, and linkage to the appropriate level of care, consistent with applicable federal, state, and county requirements and the resources available.

2.2 Crisis management is a responsibility of all staff. All workforce members are expected to recognize potential crises, take appropriate immediate actions within their role, and engage the appropriate clinical and supervisory resources without delay.

2.3 Clinical staff (within their scope of practice and authorization) can and should be expected to respond to crises involving their assigned/open clients, including responding to urgent client contacts, completing timely risk assessment and safety planning, and coordinating care transitions.

2.4 Clinical staff may be assigned and are expected to participate in **in-clinic crisis** response rotation (e.g., walk-in crises, urgent assessments, support for other programs, Mobile Crisis Care Coverage) as determined by program leadership to meet operational needs.

2.5 When operationally needed, appropriately trained and designated clinical staff are expected to assist with mobile crisis response (e.g., field-based assessment and stabilization, co-response support, coverage augmentation), consistent with their job classification, training, licensure/registration, and any required county designations (e.g., LPS authorization where applicable).

2.6 All staff shall operate within their scope of practice, job duties, and training. Activities requiring clinical judgment (e.g., suicide risk assessment, clinical disposition decisions, 5150/5585 hold determinations, medication decisions) must be completed only by appropriately licensed/registered and authorized personnel in accordance with law, regulation, and county requirements.

2.7 TCMHA shall provide role-appropriate training, guidance, and supervision to support safe and effective crisis response, and shall maintain procedures that address documentation, coordination with 988/911, law enforcement, emergency medical services (EMS), emergency departments, hospitals, and other crisis system partners.

2.8 The Governing Board authorizes TCMHA leadership to establish and revise administrative procedures, operational workflows, approval processes, technical safeguards, training standards, monitoring activities, and implementation requirements necessary to operationalize this P&P.

3. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

3.1 Behavioral Health Crisis: A situation in which an individual's emotional, psychological, and/or substance use related distress results in an urgent need for immediate intervention to reduce risk of harm, stabilize the situation, and connect the individual to appropriate supports and services.

3.2 Crisis Response (In-Clinic): On-site assessment, de-escalation, stabilization, triage, and referral services provided at a TCMHA clinic/program location to address an urgent behavioral health need (including walk-in or urgent escalation from scheduled care).

3.3 Mobile Crisis Response: Field-based crisis assessment, de-escalation, stabilization, and linkage services provided in the community (e.g., home, school, public location) consistent with program design and applicable Medi-Cal/DHCS requirements.

3.4 Rotation/On-Call Coverage: A scheduled staffing model used to ensure that qualified staff are available to respond to crises during defined coverage hours.

3.5 Scope of Practice: The services that a workforce member is permitted to provide based on their licensure/registration/certification, training, employer role, supervision requirements, and applicable laws, regulations, and policies.

4. PROCEDURES

4.1 Immediate Safety and Triage (All Staff)

4.1.1 If there is an immediate threat to life or serious injury (e.g., active violence, imminent suicide attempt, serious medical emergency), staff shall contact 911 immediately and follow site safety protocols.

4.1.2 If the situation is urgent but not immediately life-threatening, staff shall remain calm, use basic de-escalation skills within their role, and promptly engage the designated in-clinic crisis responder/clinical supervisor according to program procedures.

4.1.3 Staff shall not attempt activities outside their role or training (e.g., clinical diagnosis, hold initiation) and shall defer to qualified clinical staff.

4.2 Client Identification and Information Gathering

4.2.1 Confirm whether the individual is an open/active TCMHA client (when feasible) and identify the assigned clinician/program.

4.2.2 Gather time-sensitive information needed for response (location, callback number, presenting concern, weapons access, substances/medical concerns, involved parties, and whether 911/988 has been contacted), consistent with privacy rules and the minimum necessary standard.

4.3 Clinical Crisis Assessment and Disposition (Qualified Clinical Staff)

4.3.1 A qualified clinician shall complete an appropriate crisis assessment (including risk to self/others, grave disability, substance use/withdrawal concerns, medical screening needs, and protective factors) and determine the appropriate level of care.

4.3.2 Interventions may include de-escalation, brief crisis counseling, safety planning/lethal means counseling as appropriate, consultation with supervisors/psychiatry, and coordination with natural supports (with consent or as otherwise permitted by law).

4.3.3 When indicated and legally permissible, LPS-authorized staff may complete evaluation for possible involuntary detention under WIC §§ 5150/5585, consistent with county designation requirements and TCMHA LPS policies.

4.4 In-Clinic Crisis Response Rotation

4.4.1 Program leadership shall maintain a schedule identifying the clinician(s) assigned to provide in-clinic crisis coverage during operational hours.

4.4.2 Assigned crisis-rotation clinicians are expected to be available for walk-in/urgent crises, consultation to other staff, and time-sensitive assessments as directed by their supervisor.

4.4.3 If the assigned responder is unavailable due to direct service, the next designated backup clinician/supervisor shall be contacted per program protocol.

4.5 Expectations for Assigned/Primary Clinicians

4.5.1 Assigned clinicians shall make reasonable efforts to respond to crisis-related contacts involving their clients in a timely manner, consistent with program expectations, coverage hours, and safety considerations. Additionally, staff will be required to conduct follow-up with client after the initial crisis resolution.

4.5.2 If the assigned clinician is not available, the crisis rotation clinician and/or supervisor shall intervene to ensure continuity and safety; the assigned clinician shall be notified and follow up as appropriate.

4.6 Mobile Crisis Response Support

4.6.1 When mobile response is indicated, staff shall follow established dispatch/coordination procedures (including any required coordination with county partners) to deploy the appropriate mobile crisis team resources.

4.6.2 Qualified clinical staff may be assigned to assist mobile crisis response as needed for coverage, consultation, co-response, or linkage support, consistent with training, safety protocols, and scope of practice.

4.6.3 Field responses must follow staff safety practices (e.g., location verification, coordination with partners when indicated, communication check-ins, and return-to-base notification per program guidance).

4.7 Coordination with Crisis System Partners

4.7.1 Staff shall coordinate with 988, 911, law enforcement, EMS, emergency departments, hospitals, and other providers as clinically appropriate and consistent with confidentiality requirements.

4.7.2 When a higher level of care is required, staff shall facilitate warm handoffs and provide pertinent clinical information consistent with consent and applicable law.

4.8 Documentation and Follow-Up

4.8.1 Clinical staff shall document crisis contacts, assessment, interventions, safety planning, disposition, referrals, and follow-up plan in the health record consistent with documentation standards and timelines. Clinical staff will contact supervisor and/ or manager for high-risk cases.

4.8.2 Supervisors shall review crisis documentation for quality and compliance as required and ensure any incident reporting requirements are met.

4.8.3 Programs shall ensure linkage to ongoing care after a crisis event (e.g., expedited follow-up appointment, care coordination, medication follow-up, and connection to community supports).

5. REFERENCES

5.1 California Code of Regulations (CCR), Title 9, Chapter 11 (Specialty Mental Health Services), including crisis services provisions as applicable.

5.2 Welfare and Institutions Code (WIC), including: § 5600.4 (Precrisis and Crisis Services); § 5150 et seq. and § 5585.50 et seq. (LPS detention authority for adults and minors as applicable); and § 14132.57 (Medi-Cal mobile crisis intervention services).

5.3 County of Los Angeles – Department of Mental Health (LACDMH): applicable contract requirements, Information Notices, and policies governing crisis services and LPS designation/authorization (e.g., LACDMH Policy 307.01, as applicable).

5.4 California Department of Health Care Services (DHCS): Behavioral Health Information Notice (BHIN) 23-025 (Medi-Cal Mobile Crisis Services Benefit Implementation) and related DHCS guidance (as amended/updated).

5.5 SAMHSA: National Behavioral Health Crisis Care Guidance (including 2025 National Guidelines for a Behavioral Health Coordinated System of Crisis Care), as updated.

6. FORMS

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: LPS Certification and Crisis Assessment Rotation	POLICY NO.:	EFFECTIVE DATE: 05/21/2026	PAGE: **1** of **8**
APPROVED BY: **Governing Board** **Executive Director**	SUPERCEDES: N/A	ORIGINAL ISSUE DATE: 05/21/2026	RESPONSIBLE PARTIES: Chief Program Officer-CPO

1. PURPOSE

1.1 The purpose of this policy is to establish a clear organizational framework ensuring that eligible Tri-City Behavioral Health Authority (TCMHA) clinical staff obtain and maintain Lanterman-Petris-Short (LPS) Act authorization in compliance with applicable provisions of the California Welfare and Institutions Code (WIC) and Los Angeles County Department of Mental Health (LACDMH) requirements; to define organizational expectations regarding the role and availability of LPS-authorized staff in supporting timely and lawful crisis response; and to ensure that Tri-City Mental Health Authority (TCMHA) maintains alignment with LACDMH Policy 307.01 governing individuals authorized to initiate involuntary LPS detention.

2. POLICY

2.1 Tri-City Mental Health Authority (TCMHA) shall ensure that all crisis intervention services, including those involving potential involuntary detention under the Lanterman-Petris-Short (LPS) Act, are delivered in a lawful, safe, and clinically appropriate manner consistent with applicable federal, state, and local requirements. TCMHA shall require that only appropriately qualified and authorized individuals perform functions associated with involuntary detention in accordance with the California Welfare and Institutions Code and LACDMH standards. TCMHA shall maintain organizational compliance with all applicable laws, regulations, and contractual requirements governing LPS authorization, including adherence to LACDMH Policy 307.01, and shall ensure appropriate oversight and accountability for LPS-related clinical activities across all applicable programs.

2.2 The Governing Board authorizes TCMHA leadership to establish and revise administrative procedures, operational workflows, approval processes, technical safeguards, training standards, monitoring activities, and implementation requirements necessary to operationalize this P&P.

3. DEFINITIONS

When used in this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

3.1. **LPS Act -** Refers to the Lanterman-Petris-Short Act (Welfare and Institutions Code §§ 5000 et seq.), which governs involuntary treatment, detention, and conservatorship for individuals with mental health disorders.

3.2 **LPS Authorization / LPS Designation (LACDMH) -** Authorization granted by the Los Angeles County Department of Mental Health to qualified individuals, consistent with LACDMH Policy 307.01, to initiate applications for involuntary 72-hour evaluation and treatment pursuant to WIC §§ 5150 and 5585.55 et seq.

3.3 **5150 Hold -** A 72-hour period of assessment, evaluation, and crisis intervention, or placement for evaluation and treatment, authorized by WIC § 5150 when, as a result of a mental health disorder, a person is a danger to self, danger to others, or gravely disabled, and probable cause exists.

3.4 **5585.55 Hold -** A 72-hour period of assessment, evaluation, and crisis intervention, or placement for evaluation and treatment for a minor, authorized under WIC § 5585.55 et seq., consistent with statutory criteria and County procedures.

3.5 **Crisis Assessment -** A clinical evaluation conducted by an LPS-authorized staff member to determine whether an individual meets criteria for involuntary detention or may be served through voluntary services and/or alternative crisis stabilization interventions, consistent with WIC requirements (including consideration of WIC § 5150.05 and facility assessment requirements under WIC § 5151).

3.6 **Rotation Schedule -** A designated system for assigning LPS-certified staff to be available for crisis assessments based on clinic operational needs.

3.7 **Eligible Staff -** Workforce members whose job duties require possible initiation of an LPS hold and who meet County criteria to apply for LACDMH LPS authorization. Eligible staff may include professional individuals designated by the County and designated individuals of a mobile crisis team, as described in WIC § 5150 and WIC § 5585.55 et seq., and as further specified by LACDMH Policy 307.01.

4. PROCEDURES

4.1 Areas of Responsibility

4.1.1 Executive Leadership/Designee - Ensures implementation of this policy and alignment with LACDMH and State requirements.

4.1.2 Clinical Leadership and Supervisors - Identify eligible staff, verify ongoing authorization status, coordinate scheduling and coverage for crisis rotation, and ensure staff do not perform LPS functions without current authorization.

4.1.3 Human Resources/Compliance (or designated administrative unit) - Maintains documentation of LACDMH authorization, tracks expiration and renewal dates, and completes internal audits as assigned.

4.1.4 Deputy Director(s) - Ensures implementation of the policy, compliance with County and State requirements, and oversight of LPS certification records.

4.1.5 Designated LPS Staff - Maintain active certification, complete required continuing education or renewal processes, and participate in assigned crisis rotations.

4.1.6 Training Coordinator - Facilitates access to County-designated LPS training and maintains training attendance records.

4.2 General Provisions

4.2.1 - Staff must complete initial LPS certification within six (6) months of hire or eligibility determination.

4.2.2 - LPS certification shall be renewed as required by the certifying authority (typically every two years).

4.2.3 - LPS-certified staff are expected to be available and responsive when assigned to crisis assessment duty or when needed.

4.2.4 - Failure to maintain certification or participate in required rotations may result in disciplinary action in accordance with TCMHA personnel policy.

4.2.5 - LPS-certified staff must adhere to all requirements of the WIC and local County Mental Health Department procedures regarding involuntary detentions.

4.2.6 - Supervisors must ensure adequate coverage by maintaining a current rotation schedule that reflects staff availability and clinic need.

4.2.7 - LPS-authorized staff shall maintain current authorization, complete required training and renewal, and follow all applicable WIC requirements, County requirements, and TCMHA procedures when conducting LPS assessments and initiating holds.

4.2.8 - Failure to maintain required LACDMH authorization or to comply with applicable WIC and County requirements may result in removal from LPS duties and may result in corrective action in accordance with TCMHA personnel policies.

4.3 LACDMH LPS Authorization (Initial and Renewal) – Administrative Requirements

4.3.1 Authorization Required Prior to Initiating Holds

4.3.1.1 - Workforce members shall not independently initiate (write) an application for involuntary detention unless they have current LACDMH LPS authorization consistent with WIC §§ 5150 and 5585.55 et seq. and LACDMH Policy 307.01.

4.3.1.2 - Supervisors shall ensure that staff without current authorization are not scheduled or assigned to roles requiring initiation of an involuntary detention application.

4.3.2 Initial Authorization Process

4.3.2.1 - Supervisor identifies eligible staff based on role assignment and operational need for crisis response coverage.

4.3.2.2 - Staff complete County-required training and any required examination or competency components as directed by LACDMH.

4.3.2.3 - Supervisor submits the LACDMH-required authorization application/attestation and any supporting documentation required by LACDMH Policy 307.01 and associated procedures.

4.3.2.4 - Staff may begin LPS-authorized duties only after receipt or confirmation of LACDMH authorization and internal verification by TCMHA's designated administrative unit.

4.3.3 Renewal Process

4.3.3.1 - The designated administrative unit tracks authorization expiration dates and notifies staff and supervisors in advance of renewal deadlines.

4.3.3.2 - Staff complete any renewal training and submit renewal application/attestation per LACDMH requirements.

4.3.3.3 - If authorization lapses, staff must immediately notify their supervisor and must not initiate holds until authorization is renewed and verified.

4.3.4 Recordkeeping and Audit

4.3.4.1 - TCMHA maintains documentation of LACDMH authorization, training completion, and renewal status in accordance with internal recordkeeping standards and applicable requirements.

4.3.4.2 - Compliance/Quality conducts periodic reviews to confirm that only authorized staff initiate holds and that authorization records are current.

4.4 Eligible Professional Staff

4.4.1 - Pursuant to Welfare and Institutions Code sections 5150, 5250, and 5451, supervisors shall identify staff eligible for LPS designation based on job assignment, scope of practice, and professional licensure.

4.4.2 - Eligible staff are those employed in positions requiring the performance of duties authorized under the Lanterman-Petris-Short Act and who are legally permitted to conduct LPS evaluations, initiate holds, or perform related functions.

4.4.3 - Eligible staff must:

- Be assigned to a role that includes LPS responsibilities; and
- Hold a valid and current professional license recognized under WIC, including but not limited to:
  - Licensed Clinical Social Worker (LCSW)
  - Marriage and Family Therapist (LMFT)
  - Licensed Professional Clinical Counselor (LPCC)
  - Psychologist
  - Registered Nurse
  - Other licensed professionals authorized by statute and County designation

4.5 Licensure Verification and Authorization Timeline

4.5.1 - Staff must possess the required professional license at the time of hire or obtain licensure within ninety (90) days of hire or assignment to an LPS-designated position, consistent with County policy and WIC requirements.

4.5.2 - Staff shall not independently perform LPS-authorized functions until licensure has been verified and LPS designation has been formally granted by the County.

4.5.3 - Supervisors are responsible for verifying licensure status and ensuring compliance with statutory and County authorization requirements.

4.6 Required LPS Training and Examination

4.6.1 - In accordance with WIC requirements, eligible staff shall complete County-approved LPS training that includes instruction on applicable statutes, patient rights, documentation standards, and legal responsibilities under the Lanterman-Petris-Short Act.

4.6.2 - Staff must successfully complete the required examination or competency assessment as established by the County prior to being designated as LPS-authorized personnel.

4.7 Documentation of LPS Designation

4.7.1 - Upon successful completion of required training and examination, documentation of LPS designation and professional licensure shall be submitted to Human Resources.

4.7.2 - Human Resources shall maintain verification of licensure, training completion, and LPS designation in the employee's official personnel file in accordance with County and statutory record retention requirements.

4.8 Acknowledgment of Statutory Responsibilities

4.8.1 - Staff designated to perform LPS-authorized functions shall sign an acknowledgment affirming their understanding of the legal authority, limitations, and responsibilities imposed under the Welfare and Institutions Code.

4.8.2 - Acknowledgments shall be retained in the personnel file.

4.9 Assignment and Rotation Implementation

4..1 - Supervisors shall update LPS duty assignments, on-call schedules, and rotation rosters to include newly designated staff only after all WIC and County requirements for licensure, training, documentation, and acknowledgment have been satisfied.

4.10 Maintaining LPS Certification

4.10.1 - Staff are responsible for timely renewal prior to expiration.

4.10.2 - Supervisors and the Compliance Department shall provide notification at least ninety (90) days before certification expiration.

4.10.3 - Renewal documentation shall be submitted to Compliance upon completion.

4.10.4 - Lapsed certification must be immediately reported to the supervisor; staff may not perform LPS duties until reinstated.

4.11 Crisis Assessment Rotation

4.11.1 - Supervisors develop a rotation schedule ensuring adequate coverage during business and after-hours operations.

4.11.2 - All LPS-certified staff are required to participate unless approved for exemption by Executive Leadership.

4.11.3 - Staff on rotation must be available for calls, field evaluations, or facility-based crisis assessments as assigned.

4.11.4 - Any changes to availability must be communicated in advance to the supervisor.

4.11.5 - Supervisors document participation and report noncompliance.

4.12 Quality Assurance and Compliance

4.12.1 - The Compliance Department conducts annual audits of certification records during each staff annual performance evaluation period.

4.12.2 - Staff found noncompliant will be required to complete remedial training or may face corrective action.

4.12.3 - Program Managers review rotation logs quarterly to ensure equitable distribution of duties.

4.12.4 - Continuous quality improvement measures will evaluate crisis response effectiveness and adherence to LPS guidelines.

5. REFERENCES

5.1 California Code of Regulations, Title 9, Division 1, Chapter 4 – Mental Health.

5.2 Welfare and Institutions Code (WIC): WIC § 5000 et seq. – Lanterman-Petris-Short Act.

5.3 Los Angeles County Department of Mental Health (LACDMH): LACDMH Policy 307.01 – Persons Authorized to Initiate Involuntary Lanterman-Petris-Short (LPS) Detention.

6. FORMS

6.1 Exhibit A – LPS Certification Record Form.
6.2 Exhibit B – Crisis Rotation Schedule Template.
6.3 Exhibit C – Staff Acknowledgment of LPS Certification Responsibilities.

TRI-CITY MENTAL HEALTH AUTHORITY

POLICY & PROCEDURE

SUBJECT: Naloxone Distribution	POLICY NO.:	EFFECTIVE DATE: 05/21/2026	PAGE: **1** of **6**
APPROVED BY: **Governing Board** [ED signs here] **Executive Director**	SUPERCEDES:	ORIGINAL ISSUE DATE: 05/21/2026	RESPONSIBLE PARTIES: Medical Director, the Manager of Medication Support Services

PURPOSE

Tri-City Mental Health Authority recognizes the importance of preventing opioid related deaths and is committed to providing access to naloxone, a life-saving medication that can reverse opioid overdoses. The purpose of this policy is to; establish guidelines for the safe administration and distribution of naloxone, ensure proper storage, handling, and documentation of naloxone throughout the agency, support compliance with applicable regulatory requirements, including DHCS, the Naloxone Distribution Project (NDP), and public health guidelines.

1. POLICY

1.1 Tri-City Mental Health Authority shall maintain an adequate supply of naloxone for use in suspected opioid overdose emergencies and for distribution to clients, family members, caregivers, and community members at risk of witnessing or experiencing an opioid overdose. Staff must complete the required naloxone training prior to receiving naloxone kits for distribution or emergency use. Naloxone shall be stored, tracked, and documented in accordance with this policy and all applicable regulatory requirements.

1.2 The Governing Board authorizes TCMHA leadership to establish and revise administrative procedures, operational workflows, approval processes, technical safeguards, training standards, monitoring activities, and implementation requirements necessary to operationalize this P&P.

2. DEFINITIONS

2.1 Naloxone – An opioid antagonist medication used to reverse opioid overdoses.

2.2 Opioid Overdose – A life-threatening condition caused by an excessive amount of opioids in the body, leading to respiratory depression and potential death.

3. PROCEDURES

3.1 Eligibility for Naloxone Distribution

3.1.1 Naloxone may be distributed to:

- Individuals at risk of opioid overdose
- Individuals prescribed opioids
- Individuals with a history of overdose or opioid use disorder
- Family members, caregivers, and support persons
- Community members likely to witness an overdose
- Staff who may encounter overdose situations

3.1.2 Naloxone shall be provided at no cost as part of Tri-City's harm-reduction efforts.

3.2 Naloxone Administration Guidelines

3.2.1 Indications for Use: Naloxone should be administered when a person exhibits signs of opioid overdose, including:

- Unresponsiveness
- Slow or irregular breathing
- Pinpoint pupils
- Blue or grayish skin tone

3.2.2 Method of Administration:

- Intranasal naloxone (Narcan®): Spray into one or both nostrils.

3.2.3 Post-Administration Actions:

- Monitor the individual for at least 30 minutes.
- If no improvement after 2–3 minutes, administer a second dose.
- Call 911 immediately.

3.3 Distribution, Storage, Training, and Documentation Procedures

3.3.1 Naloxone Acquisition

3.3.1.1 Naloxone is acquired through the Naloxone Distribution Project (NDP) via an approved application process.

3.3.1.2 The Medication Support Services Manager or permissible designee is responsible for submitting and maintaining all required documentation.

3.3.2 Distribution to Staff and Community

3.3.2.1 Naloxone kits shall be distributed by the Medication Support Services Manager or permissible designee.

3.3.2.2 Staff eligible to receive naloxone include:

- Clinical staff
- Case managers and peer specialists
- Outreach and field-based staff
- Crisis response staff
- Other staff designated by program leadership

3.3.2.3 Staff assigned to field-based roles shall receive two (2) naloxone kits; on-site staff shall receive one (1) kit.

3.3.2.4 Community distribution shall be reported to the Medication Support Services Manager within one (1) business day.

3.3.3 Storage Requirements

3.3.3.1 Upon receipt, the Medication Support Services Manager or designee shall document:

- Quantity received
- Lot numbers
- Expiration dates
- Date of receipt
- Assigned storage locations

3.3.3.2 Naloxone shall be stored only in designated areas, including but not limited:

- Medication Rooms
- Reception Areas
- First Aid Boxes
- Go Bags

3.3.3.3 Storage conditions shall comply with manufacturer guidelines and protect naloxone from extreme temperatures and sunlight.

3.3.3.4 Monthly inventory audits shall be conducted to verify:

- Current inventory
- Lot numbers
- Expiration dates
- Damaged or expired kits
- Reconciliation with distribution logs

3.3.3.5 Expired or damaged naloxone shall be removed immediately, documented, and disposed of according to agency procedures.

3.3.4 Staff Training Requirements

3.3.4.1 Staff must complete naloxone training prior to receiving naloxone kits.

3.3.4.2 Training shall include:

- Overdose recognition
- Proper naloxone administration
- Emergency response procedures
- Documentation requirements

3.3.4.3 Training shall be completed through Relias or supplemental in-person training.

3.3.4.4 Training must be renewed every two (2) years.

3.3.5 Documentation and Reporting

3.3.5.1 The Medication Support Services Manager or permissible designee shall maintain all naloxone-related documentation, including inventory logs, distribution logs, training records, and overdose reversal reports.

3.3.5.2 All naloxone received shall be documented with quantity, lot numbers, expiration dates, date of receipt, and storage location.

3.3.5.3 Staff distribution shall be documented with:

- Staff name
- Program/department
- Number of kits issued
- Lot number(s) and expiration date(s)
- Date of distribution
- Verification of training completion

3.3.5.4 Community distribution shall be documented by the distributing staff member and submitted to the Medication Support Services Manager within one (1) business day.

3.3.5.5 The Medication Support Services Manager or permissible designee shall maintain a monthly log of:

- Total kits distributed
- Kits distributed to staff
- Kits distributed to clients, families, caregivers, and community members
- Current inventory
- Expired or damaged kits
- Replaced kits
- Known overdose reversals

3.3.5.6 Staff aware of an overdose reversal involving naloxone distributed by Tri-City shall complete an incident report and notify the Medication Support Services Manager within twenty-four (24) hours.

3.3.5.7 The Medication Support Services Manager shall report naloxone distribution and reversal data to the Medical Director and Executive Director monthly.

3.3.5.8 All Naloxone-related documentation shall be retained for a minimum of three (3) years.

4. REFERENCES

4.1 California Department of Health Care Services (DHCS): Naloxone Distribution Project (NDP) – State guidance on naloxone access, distribution, and reporting.

4.2 Centers for Disease Control and Prevention (CDC): National guidelines on opioid overdose prevention, naloxone administration, and community harm-reduction practices.

4.3 Los Angeles County Department of Mental Health (LACDMH):

DATE: 05/20/2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

BY: Liz Renteria, Chief Clinical Officer

SUBJECT: Approving A Memorandum of Understanding Between Tri-City Mental Health Authority and California State University Dominguez Hills Master of Social Work Graduate Program, And Authorizing the Executive Director to Execute Said MOU Effective May 21, 2026

Summary:

Tri-City Mental Health Authority (TCMHA) has been a field placement agency for numerous Master of Social Work graduate programs for over a decade. In these partnerships, TCMHA provides a field-based learning environment for MSW student interns to develop knowledge and skills by bridging academic course work with real world practice experience. The Memorandum of Understanding (MOU) presented to the Governing Board for approval will continue this partnership with California State University Dominguez Hill's Master of Social Work graduate program until June 30th, 2031.

Background:

Master of Social Work Field Internship has been integral in preparing future clinical social workers. This is cost-effective means in the development, recruitment, training, and retention strategy for Tri-City Mental Health Authority clinical workforce. MSW students during their internship gain training and skills in becoming future clinical social workers as they become familiar with the policy, procedures, and operations of Tri-City. TCMHA benefits over the course of each academic year by providing support for programming at the Wellness Center and outpatient clinical services.

Fiscal Impact:

The fiscal impact is minimal. The MOU continues the work done in prior years. No Additional funds are requested from TCHMA with the approval of this MOU. Existing allocations continue to support general program operations, materials cost, general liability, mileage, and portion of MSW Student Intern's contractual hours for services provided beyond the requirements of each graduate program's field curriculum hours.

Recommendation:

Staff recommend that the Governing Board approve this Memorandum of Understanding to execute program operations and partnership with California State University Dominguez Hills Master of Social Work graduate program, beginning May 21, 2026, through June 30th, 2031.

<u>Attachments:</u>

Attachment 10A – Resolution
Attachment 10B – California State University Dominguez Hills Memorandum of Understanding
Attachment 10C – Contractor's Attestation That Neither It nor Any of Its Staff Members or Students Are Restricted, Excluded or Suspended from Providing Goods or Services Under Any Federal or State Health Care Program (Exhibit A)

RESOLUTION NO. 858

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS MASTER OF SOCIAL WORK GRADUATE PROGRAM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MOU EFFECTIVE MAY 21, 2026

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to adopt The California State University Dominguez Hills Memorandum of Understanding and It's Policy and Procedure No. I.26 for the Development, Approval, and Dissemination of Policies and Procedures to establish a standardized process for the creation, evaluation, approval, revision, and distribution of all TCMHA's policies and procedures, creating organizational consistency and accountability agency wide.

B. TCMHA Policies and Procedures are routinely reviewed and updated, or newly established, for best practices and to ensure they are relevant, effective, and compliant with current regulations, applicable laws, mandates, and processes.

2. **Action**

The Governing Board approves and establishes the Authority's MOU with California State University Dominguez Hills and Procedure No. I.26 -Development, Approval, and Dissemination of Policies and Procedures- effective May 21st, 2026.

3. **Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on May 20, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

ONTSON PLACIDE, EXECUTIVE DIRECTOR

AFFILIATION AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

ON BEHALF OF

CALIFORNIA STATE UNIVERSITY
DOMINGUEZ HILLS

DATED

MAY 21, 2026

Attachment 10-B

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of May 21, 2026 (the "Agreement Date") by and between the TRI-CITY MENTAL HEALTH AUTHORITY ("TCMHA"), a joint powers agency organized under the laws of the State of California, with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711, and THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of the CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS (collectively "UNIVERSITY"), with its principal place of business at 1000 East Victoria Street, Carson, California 90747. TCMHA and UNIVERSITY are sometimes individually referred to as a "Party" and collectively as "Parties."

2. INDEPENDENT CONTRACTOR

The express intention of the Parties is that UNIVERSITY 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 UNIVERSITY and TCMHA or any employee, agent, or student of UNIVERSITY. At all times UNIVERSITY shall be an independent contractor and UNIVERSITY 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 its agents shall have control over the conduct of UNIVERSITY or any of UNIVERSITY's students, except as set forth in this Agreement.

3. SCOPE OF SERVICES

TCMHA will provide a Practicum Site for practical fieldwork experience ("Program") pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources, and training supervision to UNIVERSITY students enrolled in a for-credit internship course (including allied health, non-allied health, and service learning courses, but not College of Education programs) and approved for placement at TCMHA by UNIVERSITY.

4. PERFORMANCE OF SERVICES

A. <u>TCMHA Responsibilities</u>

1) TCMHA will allow UNIVERSITY students reasonable access to its site in order to fulfil internship hours and requirements within the scope of services offered by TCMHA and to meet the UNIVERSITY program's student learning

2) When appropriate and agreed upon by the Parties, TCMHA may provide a remote or off-site internship experience with supervision by TCMHA staff. TCMHA shall determine the number of students it is capable of accepting for fieldwork placement, and the academic programs that it is willing to provide training.

3) TCMHA will assign qualified employees to supervise, coordinate and oversee the internship experience, ensure the assigned students perform tasks consistent with

UNIVERSITY's student learning objectives, verify hours completed and provide feedback on the student's performance. When required by state or professional licensing boards, TCMHA will assign a supervisor or preceptor that is a licensed practitioner in the applicable health sciences field to oversee the students in the clinical education training program.

4) TCMHA shall retain authority and responsibility for services and care provided to TCMHA clients/patients and shall have the sole right to determine who may provide services at TCMHA sites and the scope of any student activities, consistent with law and the educational objectives agreed upon by the Parties.

5) TCMHA will provide an orientation of its site and all relevant policies and procedures to assigned students and UNIVERSITY faculty. TCMHA shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

6) TCMHA will allow management or employees to participate in meetings with UNIVERSITY, complete verification forms or otherwise communicate with UNIVERSITY faculty regarding the program.

7) TCMHA shall be available to coordinate necessary emergency first aid or emergency health care for students and UNIVERSITY Personnel while at TCMHA, within TCMHA's capacity and consistent with applicable law. Any emergency evaluation or treatment provided by TCMHA or arranged through TCMHA shall be the financial responsibility of the student or UNIVERSITY (as applicable), and may be billed at the provider's normal rates. Except as stated herein, TCMHA has no obligation to furnish medical or surgical care to any student or UNIVERSITY Personnel.

8) TCMHA will have the right to refuse participation to any UNIVERSITY student who TCMHA determines is not participating satisfactorily in the Program. In the event that TCMHA determines a student is not satisfactorily participating in the Program, TCMHA will consult with UNIVERSITY regarding the reasons for denying participation of such student, but TCMHA shall make the final decision on such student's participation in its sole discretion and UNIVERSITY agrees to honor any such decision. To the extent appropriate and when the student's continued presence does not pose a risk to patient/client safety, confidentiality, staff safety, or operational security, TCMHA will make reasonable efforts to develop a performance improvement plan in collaboration with UNIVERSITY to address identified deficiencies prior to requesting withdrawal of the student. Upon TCMHA's written request, UNIVERSITY shall withdraw the student from TCMHA's site within five (5) business days, unless the Parties mutually agree in writing to an alternative resolution or timeline. Notwithstanding the foregoing, if TCMHA determines that a student's continued presence poses a risk to patient/client safety, confidentiality, staff safety, or operational security, TCMHA may immediately exclude the student from the site pending final resolution with UNIVERSITY. UNIVERSITY shall cooperate promptly in such resolution and removal.

B. <u>UNIVERSITY Responsibilities</u>

1) UNIVERSITY will be responsible for development, organization, and implementation of the academic curriculum and student learning objectives related to the

internship Program; and provide TCMHA with a statement of its educational goals, of appropriate learning experiences, and of its expectations for student performance in the Program.

2) UNIVERSITY will be responsible for the selection, placement, removal, and final grading of students placed with TCMHA. These decisions shall be made in consultation with TCMHA in accordance with the respective responsibilities of each Party to this Agreement.

3) UNIVERSITY will designate students in such numbers as are mutually agreed to by both Parties.

4) UNIVERSITY will maintain all attendance and academic records of students participating in field work assignments pursuant to this Agreement.

5) UNIVERSITY will assign a representative of its faculty to act as the Faculty Field Liaison between UNIVERSITY and TCMHA in the development and execution of the internship Program, rotation plan, the valuation of student performance, and to engage in such other activities as are of mutual concern in the provision of student training. The Faculty Field Liaison will exchange relevant information regarding the student's progress with TCMHA's Primary Supervisor as needed; and will also notify TCMHA's director in advance of: a) schedules of the students participating in the Program, b) placement of students in fieldwork assignments, and 3) changes in fieldwork assignments.

6) UNIVERSITY will require students to conform to all applicable TCMHA policies, procedures, and regulations, and all requirements and restrictions specified by TCMHA; and inform the students that they will serve as volunteers without compensation, and that they will not be considered officers, agents or employees of TCMHA for any purpose, including Worker's Compensation purposes. These requirements shall include, but are expressly not limited to, that every student shall be required to successfully pass a criminal history background investigation as a condition of participation in the program.

7) UNIVERSITY shall notify students that TCMHA may require criminal history background checks, drug screening, immunizations, annual health examinations, and/or other onboarding compliance requirements as a condition of participation. Unless TCMHA requires a site-specific process by law or policy, the student shall obtain any required background check through an agency designated by and officially contracted by UNIVERSITY. TCMHA is not responsible for the accuracy of background check information provided by UNIVERSITY or its vendor, and receipt of such information does not relieve TCMHA of any legal obligations. Any background check information provided to TCMHA shall be treated as confidential, accessed only by personnel with a need to know, and maintained in accordance with applicable law and TCMHA policy. If TCMHA receives background check results directly from a vendor, TCMHA will only access information specific to the student placed at TCMHA and will not access information regarding any other student.

8) UNIVERSITY will in coordinate with the TCMHA's staff to hold periodic conferences between appropriate representatives of UNIVERSITY and TCMHA to evaluate the fieldwork experience program provided under this Agreement.

5. COMPLIANCE

A. Students providing services pursuant to this Agreement may have access to Protected Health Information, as defined at 45 CFR §160.103, and shall adhere to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164; 42 CFR, Part 2, and Welfare Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

B. For HIPAA compliance purposes, and solely to the extent students and any supervising UNIVERSITY Personnel participate in the Program at TCMHA, such individuals shall be considered part of TCMHA's "workforce" as that term is defined at 45 CFR §160.103; provided, however, such designation shall not be construed to create an employment relationship with TCMHA.

C. During internship at TCMHA, students will be required to participate in training related to TCMHA's HIPAA Privacy and Security policies and procedures; and shall conform to all applicable TCMHA policies, procedures, regulation, and all requirements and restriction specified by TCMHA.

D. All of TCMHA's medical records and charts, created in connection with professional training for students enrolled in the internship Program, shall be and shall remain property of TCMHA.

E. The Parties agree that UNIVERSITY is not a "Business Associate" of TCMHA under HIPAA. UNIVERSITY shall not perform or assist in the performance of covered HIPAA functions on behalf of TCMHA. There shall be no exchange of individually identifiable protected health information between UNIVERSITY and TCMHA, or between any student and UNIVERSITY. Notwithstanding the foregoing, UNIVERSITY shall be bound by all the requirements of HIPAA, as applicable, and shall ensure that UNIVERSITY Personnel (as defined in Section 9 of this Agreement) comply with all applicable HIPAA requirements and require UNIVERSITY's students comply with all applicable HIPAA requirements.

F. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), UNIVERSITY designates TCMHA as a "school official" with a legitimate educational interest in the education records of students participating in the Program, to the extent access to such records is required for TCMHA to carry out the Program. TCMHA agrees to maintain the confidentiality of any such education records in accordance with FERPA and applicable law.

G. UNIVERSITY students and personnel shall not disclose to UNIVERSITY any Protected Health Information ("PHI") obtained through participation in the Program, nor any personally identifiable information from education records ("PII"), unless such PHI/PII has first been de-identified in accordance with 45 CFR §164.514(a) and applicable law (including, as applicable, 42 CFR Part 2 and WIC §§5328–5330). UNIVERSITY shall not request or seek access to PHI collected or maintained by or on behalf of TCMHA that has not been de-identified as stated above.

H. The Parties acknowledge that TCMHA is subject to the California Public Records Act (Gov. Code §6250 et seq.). To the extent UNIVERSITY provides records to TCMHA that UNIVERSITY contends are exempt from disclosure, UNIVERSITY shall clearly mark such records "CONFIDENTIAL—CPRA" and identify the legal basis for exemption. If TCMHA receives a CPRA request that may reasonably include UNIVERSITY records or information, TCMHA will provide UNIVERSITY with prompt notice when practicable to allow UNIVERSITY an opportunity to seek protective treatment or otherwise respond; however, TCMHA shall make the final determination regarding disclosure obligations under CPRA and applicable law. Nothing in this Agreement shall require TCMHA to withhold records that TCMHA determines must be disclosed un**der CPRA.**

6. TIME AND LOCATION OF WORK

Students shall perform the training required by this Agreement at any place or location and at any time as TCMHA deems necessary and appropriate, so long as they met the educational goals and objectives as required by UNIVERSITY's internship program.

7. TERM

The term of this Agreement shall commence May 21, 2026, and shall be and remain in full force and effect until June 30, 2031; unless it is amended or terminated pursuant to the provisions of Section 8 below.

8. TERMINATION

Either Party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other Party. Such termination shall not impair the activities of the students then at TCMHA and participating satisfactorily and in good standing in the internship Program, as determined by TCMHA pursuant to Section 4.A. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice. Both Parties agree to cooperate fully in any such transition.

9. RESEARCH

UNIVERSITY and TCMHA agree that neither the UNIVERSITY nor TCMHA, nor any student, UNIVERSITY Personnel or TCMHA Personnel, will conduct any formal or informal survey, research or other study relating in any way to the patients treated under the Program at the TCMHA without first obtaining a written determination made by the UNIVERSITY Personnel and the TCMHA Coordinator (or their designated representatives) that appropriate consent has been obtained from any patient who is the subject of or participates in such survey, research or other study. As used in this Agreement, the term "UNIVERSITY Personnel" means and includes any official, officer, director, trustee, agent, employee, or contractor of UNIVERSITY. As used in this Agreement, the term "TCMHA Personnel" means and includes any elective or appointive official, officer, agent, employee, or contractor of TCMHA. For avoidance of doubt, "research or other study" includes informal surveys, interviews, focus groups, program evaluations intended for publication or external dissemination, or any activity that collects patient/client data beyond what is necessary for treatment, operations, or the student's educational objectives, unless appropriate consent and approvals are obtained.

10. NO FINANCIAL AGREEMENT

TCMHA shall not compensate or reimburse UNIVERSITY, any of the UNIVERSITY's students, or any of the UNIVERSITY Personnel in connection with their participation in the Program under this Agreement. UNIVERSITY shall pay and administer all compensation and fringe benefits, if any, due to UNIVERSITY Personnel, and shall make any required federal or state income tax withholdings and all payments due as an employer's contribution under workers' compensation laws, or other laws, if applicable for any UNIVERSITY Personnel.

11. LICENSES.

UNIVERSITY declares that UNIVERSITY has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business and to enter into this Agreement.

12. PROPRIETARY INFORMATION

A. Each Party shall protect the confidentiality of the other Party's confidential records and information and shall not disclose such information without prior written consent, except as required by law. Each Party shall protect the other Party's confidential information to the same extent it protects its own confidential information of a similar nature. Each Party may use the other Party's confidential information solely for purposes of performing under this Agreement. If a Party is compelled by law or court order to disclose the other Party's confidential information, the disclosing Party shall provide prompt notice when practicable and permit the other Party an opportunity to seek to preclude or limit the disclosure, unless prohibited by law.

B. UNIVERSITY agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, activities, programs, services, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. UNIVERSITY, UNIVERSITY Personnel shall not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information, 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 UNIVERSITY. UNIVERSITY must inform Students that by participating in the program, they are under the same obligation, and that the obligations may be perfected by agreement between individuals Students and TCMHA.

13. FAIR LABOR STANDARDS ACT AND DISPLACEMENT OF ORGANIZATION EMPLOYEES

It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of TCMHA. It is understood by the Parties that UNIVERSITY's students are not employees of TCMHA for any purpose and shall not be entitled compensation for services, employees' health, welfare and pension benefits, or other fringe benefits of employment, or worker's compensation insurance, from TCMHA. UNIVERSITY and TCMHA shall inform their students that no student is, or will be, entitled to any employment by either Party upon completion of their rotation.

14. CONFLICT OF INTEREST

UNIVERSITY hereby certifies that to the best of its knowledge or belief, no elected/appointed official or employee of TCMHA is financially interested, directly or indirectly, in the provision of services specified in this Agreement. Furthermore, UNIVERSITY represents and warrants to TCMHA that it has not employed nor retained any person or company employed by the 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 award of the Agreement.

15. GENERAL TERMS AND CONDITIONS

A. <u>Mutual Indemnification.</u>

1) Indemnification by UNIVERSITY. UNIVERSITY 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)(1) 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 UNIVERSITY, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees, directors, agents or employees, (or any entity or individual that UNIVERSITY shall bear the legal liability thereof), (collectively "UNIVERSITY Indemnitors" in this Subsection (A)(1) of Section 15), including the UNIVERSITY 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.

2) Indemnification by TCMHA. TCHMA shall, at its sole cost and expense, indemnify, defend and hold harmless UNIVERSITY, its officers, agents, employees, and Students (collectively "UNIVERSITY Indemnitees" in this Subsection (A)(2) 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 "Liabilities"), in law or in equity, whether actual, alleged or threatened, caused by or arising out, in whole or in part, the acts or omissions of TCHMA, its officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitors" in this Subsection (A)(2) of Section 15), including TCMHA Indemnitors' active or passive negligence, recklessness, or willful misconduct in the performance of this Agreement, except for Liabilities arising from the sole negligence or willful misconduct of UNIVERSITY Indemnitees.

B. <u>Insurance</u>.

1) UNIVERSITY shall obtain and file with TCMHA, at UNIVERSITY's expense, certificates of insurance providing the following insurance before commencing any services under this Agreement as follows:

a. Workers Compensation Insurance: Minimum statutory limits.

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

c. Errors And Omissions Insurance: $1,000,000.00 per occurrence, and $3,000,000 in the aggregate.

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

e. On behalf of students, shall maintain General and Professional Liability, as well as educator's Errors and Omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of $2,000,000 each occurrence and $4,000,000 general aggregate.

2) Notice Of Cancellation: In the event of cancellation, TCMHA and UNIVERSITY shall provide each other 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."

3) Waiver of Subrogation: The University's general liability 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. UNIVERSITY hereby waives all rights of subrogation against TCMHA with regard to claims made against its general liability insurance arising from its performance of obligations hereunder.

4) 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.

5) 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
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788
Attn: JPA Administrator/Clerk

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

D. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, TCMHA shall not discriminate against any employee, subcontractor, student 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. TCMHA will take affirmative action to ensure that subcontractors and applicants are employed, that 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 is not assignable in whole or in part by either Party without the express written consent hereto.

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. UNIVERSITY agrees that any written change 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. 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 UNIVERSITY certify that to the best of its knowledge no staff member, officer, director, partner, or principal, sub-contractor, or Student participating in this Program 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 hereto as 'Exhibit A' and incorporated herein by this reference. UNIVERSITY agrees that UNIVERSITY shall comply with this requirement.

H. 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.

I. Non-Use of Names. Except as required by applicable law, neither Party shall use the name of the other Party in any publicity without the prior written permission of the Party whose name is to be used.

J. No Third Party Beneficiaries. There is no intent by either Party to create or establish third Party beneficiary status or rights in any other Party, and no third party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

K. Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration shall so survive, including without limitation terms and conditions applicable to proprietary information/confidentiality; conflicts of interests, indemnification, governing law, jurisdiction, and venue, non-use of names, third party beneficiaries, , severability, and waiver.

L. Dispute Escalation. In the event of any dispute arising under this Agreement that is not resolved within a reasonable period by the Parties' program representatives, TCMHA's Executive Director (or designee) and UNIVERSITY's designated contract/program administrator (or designee) shall meet and confer in good-faith to resolve the dispute. If unresolved, either Party may pursue any remedies available at law or equity, subject to otherwise applicable terms and of this Agreement.

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. UNIVERSITY's Representative. UNIVERSITY warrants that the individual(s) who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of UNIVERSITY 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 Attn: Executive Director 1717 N. Indian Hill Boulevard, #B Claremont, CA 91711-2788
If to UNIVERSITY:	California State University, Dominguez Hills Attn: Procurement and Contracts Welch Hall, Suite B-485 (4th Level) 1000 E. Victoria Street Carson, CA 90747 Email: procurement@csudh.edu Phone: (310) 243-3799 Fax: (310) 928-7162

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. EXHIBITS

The following attached exhibit is hereby incorporated into and made a part of this Agreement:

Exhibit A: 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

18. EFFECTIVE DATE

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

19. 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 UNIVERSITY and TCMHA relating to the subject matter of this Agreement.

20. 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.

21. WAIVER

The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

22. EXECUTION

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

TCMHA

Tri-City Mental Health Authority

By:______________________________________
Ontson Placide, Executive Director

Attest:

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

Approved as to Form:

By:______________________________________
Steven L. Flower, General Counsel

UNIVERSITY

California State University, Dominguez Hills

By:______________________________________
Name, Title

EXHIBIT A

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

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

____

Contractor's Name Last First

Contractor hereby warrants that neither it nor any of its staff members or students 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 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 or students currently barred from participation in any Federal or State funded health care program?

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

_____ **YES**, Contractor or any of its staff members or students 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
	Ontson Placide Executive Director	
_______________	_______________	_______________
Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature

<u>DISTRIBUTION</u>:

COPIES: HR Representative
Contractor
Finance

Attachment 10-C

Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 20, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson, Placide, LMFT, Executive Director

BY: Diana Acosta, Chief Financial Officer

SUBJECT: Service Encounter Claims Reconciliation and Report

Summary:

A report of periodic and systematic reconciliation of accounts receivable and reporting service encounter claims is being provided in accordance with Policy No. I.29.

Background:

In accordance with Policy No. I.29 Reconciliation and Reporting of Service Encounter Claims, TCMHA shall perform a routine and systematic reconciliation of Accounts Receivable (A/R) & Claims Status on a regular basis. The accounts receivable & claims data will be reported and provided to the Governing Board quarterly and within 60 days of quarter-end.

Also in accordance with the policy any identified denied claim, underpayment, outstanding payment or overpayment, will be identified, tracked, and reflected in accounting records and reports. Identified overpayments will be returned to revenue source within the requisite 60 day reporting period as part of normal operations.

Fiscal Impact:

As noted in the above referenced policy, any identified denied claim, underpayment, outstanding payment or overpayment, will be identified, tracked, and reflected in accounting records, and identified overpayments will be returned to the revenue source within the requisite 60 day reporting period as part of normal operations.

Attachments

Attachment 11-A: Accounts Receivable and Service Encounter Data

Accounts Receivable and Service Encounter Data Quarterly Report

Accounts Receivable Snapshot 4.4.1

GL account 11177 & 11165

Fiscal Years	Net Receivable	Payments	Remaining Receivable	
2015-16	$ 6,675,177	$ (6,658,348)	$ 16,829	
2016-17	$ 6,627,444	$ (6,627,444)	$ -	
2017-18	$ 7,494,001	$ (7,494,001)	$ -	
2018-19	$ 8,853,021	$ (8,813,082)	$ 39,939	
2019-20	$ 10,366,495	$ (9,050,014)	$ 1,316,481	
2020-21	$ 11,164,507	$ (11,164,507)	$ -	
2021-22	$ 11,054,869	$ (11,054,869)	$ -	
2022-23	$ 13,242,397	$ (13,202,087)	$ 40,310	
2023-24	$ 17,732,290	$ (17,734,594)	$ (2,304)	
2024-25	$ 16,350,366	$ (15,728,569)	$ 621,797	
2025-26	$ 10,826,592	$ (5,608,399)	$ 5,218,193	
	$ 120,387,159	$ (113,135,914)	$ 7,251,245	**total A/R Balance as of Mar. 31, 2026 (4.4.1a)**
			$ 11,528,889	**total A/R Balance as of Dec. 31, 2025 (4.4.1b)**

		Quarter 3 FY 2026 March	February	January	QTR 3 FY 2026 Total	QTR 2 FY 2026	QTR 1 FY 2026
4.4.2	Claims submitted during quarter	2,083,123	810,411	884,107	3,777,642	3,465,406	3,583,545
4.4.3	Claims paid (cash receipts)	5,093,024	2,628,733	332,828	8,054,585	1,126,531	753,693
4.4.4	Overpayments Identified (Returned)	(848,959)		848,959	-	-	-
4.4.5	Voids/Dissallowances			-	-	5,589	8,588
4.4.6	Denials	52,086	171,660	140,306	364,053	151,591	47,294
4.4.7	Held Claims	611,536	492,732	507,420	1,611,688	927,188	-

4.4.8 & 4.4.9
Status of corrections/resubmissions and Statement that monthly reconciliations were completed

As of the quarter ended, any claiming corrections that have been identified and approved for resubmission have been submitted through the claiming process. All monthly reconciliations have been performed, completed, reviewed and approved by the Revenue Manager and the Controller. All resulting journal enteries have been performed, completed, reviewed and approved by the Accounting Manager and Controller and posted to the general ledger.

DATE: **May 20, 2026**

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

FROM: **Ontson, Placide, LMFT, Executive Director**

BY: **Brian Cesario, Systems Administrator**

SUBJECT: **Renewal Agreement with RingCentral for Unified Communications Services in An Amount Of $124,608.00, Beginning June 19, 2026, For A Twelve-Month Term, And Authorizing the Executive Director to Execute the Agreement and Any Subsequent Amendments**

Summary:

Tri-City Mental Health Authority seeks Governing Board approval to renew its existing Unified Communications services agreement with RingCentral for a one-year term. RingCentral has served as the Authority's Unified Communications platform since 2020 and continues to support agency-wide telephony, call routing, voicemail, telehealth workflows, paging, and other mission-critical communications.

A one-year renewal is recommended to maintain continuity of services while the Authority continues evaluating increased use of Microsoft Teams as part of its broader Microsoft 365 roadmap.

Background:

Since 2020, Tri-City Mental Health Authority has utilized RingCentral as its Unified Communications system supporting internal operations, clinical workflows, and public-facing services. During this time, RingCentral has proven stable, scalable, and well-aligned with the Authority's needs. While alternative Unified Communications platforms exist, RingCentral has remained the best fit for the organization during this period.

As the Authority continues integrating more business processes into the Microsoft ecosystem, staff are actively evaluating Microsoft Teams with the intent to potentially transition additional communication functions over the coming year. In order to preserve current services and avoid longer-term contractual commitments while this evaluation and planning work continues, staff recommend renewing RingCentral for a one-year term at this time.

Fiscal Impact:

The Authority is currently operating under a 36-month RingCentral agreement at a cost of $10,468 per month.
If the proposed one-year renewal is approved, the cost will be:

Proposed monthly cost: $10,384
Annual cost (12 months): $124,608

This represents a slight reduction in monthly cost compared to the current agreement while allowing the Authority to maintain service continuity during the evaluation of future Unified Communications strategy. The expense is included in the adopted budget for communications and information technology services.

Recommendation:

Staff recommends that the Governing Board approve the renewal of the Unified Communications services agreement with RingCentral for a one-year term and authorize the Executive Director to execute the agreement and any related administrative documents.

Attachments

Attachment 12-A: Resolution No. 859 - Draft

Attachment 12-B: Ring Central Quote

RESOLUTION NO. 859

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A RENEWAL AGREEMENT WITH RINGCENTRAL FOR UNIFIED COMMUNICATIONS SERVICES IN AN AMOUNT OF $124,608.00, BEGINNING JUNE 19, 2026, FOR A TWELVE-MONTH TERM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY SUBSEQUENT AMENDMENTS

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") has utilized RingCentral as its Unified Communications platform since 2020 to support agency-wide telephony, call routing, voicemail, telehealth workflows, paging, and other mission-critical communications, and a one-year renewal of these services will ensure continuity of operations, with funding included in the Authority's adopted budget.

2. **Action**

The Governing Board hereby approves the renewal of the Unified Communications services agreement with RingCentral for a one-year term and authorizes the Executive Director, or designee, to execute the agreement and any related administrative documents, subject to legal review.

3. **Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on May 20, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

____
JED LEANO, CHAIR

APPROVED AS TO FORM:

____
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

____
ONTSON PLACIDE, EXECUTIVE DIRECTOR

Sales proposal

QUOTE PREPARED FOR
Tri-City Mental Health Authority

PREPARED BY
Shaniah Espiritu
Customer Success Manager
shaniah.espiritu@ringcentral.com

Prepared For:
Tri-City Mental Health Authority
2008 North Garey Avenue
Pomona CA 91767
United States

RingCentral Administrator

itinfo@tricitymhs.org
639190899538

Quote Name:	Tri-City Mental Health Authority
Quote Creation Date:	May 13 , 2026
Quote Expiration Date:	June 12 , 2026
Estimated Contract Start Date:	June 19 , 2026
Initial Term:	12 Months
Renewal Term:	12 Months
Currency:	USD
Payment Plan:	Monthly

Current Subscription

RingEX™ Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited	**270**	**$25.49**	**$6,882.30**
DigitalLine Unlimited		$20.99	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
DigitalLine Basic	**64**	**$14.49**	**$927.36**
DigitalLine Basic		$9.99	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
Common Phone	**4**	**$4.50**	**$18.00**
Common Phone		$0.00	
Compliance and Administrative Cost Recovery Fee		$3.50	

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
e911 Service Fee		$1.00	
Additional Local Number	**394**	**$4.99**	**$1,966.06**
Additional Toll-Free Number	**5**	**$1.00**	**$5.00**
Large Meeting 100	**16**	**$9.99**	**$159.84**
Large Meeting 200	**1**	**$20.00**	**$20.00**
Large Meeting 300	**1**	**$140.00**	**$140.00**
RingCentral Webinar 500 License	**1**	**$75.00**	**$75.00**
RingCentral Rooms License	**2**	**$49.00**	**$98.00**
Room Connector License	**3**	**$49.00**	**$147.00**
Domestic Rooms Phone Line Add-On	**1**	**$19.49**	**$19.49**
Domestic Rooms Phone Line Add-On		$14.99	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
10DLC TCR SMS Registration - Non-UCaaS High Volume Campaign	**1**	**$10.00**	**$10.00**
		TotalMonthlyPrice*	**$10,468.05**

Total Amount*	**$10,468.05**

New Proposal

RingEX™ Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Standard	**270**	**$28.99**	**$7,827.30**
DigitalLine Unlimited Standard		$24.49	
Compliance and Administrative Cost Recovery Fee		$3.50	

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
e911 Service Fee		$1.00	
DigitalLine Basic	**64**	**$14.49**	**$927.36**
DigitalLine Basic		$9.99	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
Common Phone Standard	**4**	**$4.50**	**$18.00**
Common Phone Standard		$0.00	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
Additional Local Number	**273**	**$4.99**	**$1,362.27**
Additional Toll-Free Number	**5**	**$1.00**	**$5.00**
Large Meeting 100	**0**	**$9.99**	**$0.00**
Large Meeting 200	**1**	**$20.00**	**$20.00**
Large Meeting 300	**1**	**$140.00**	**$140.00**
RingCentral Webinar 500 License	**1**	**$75.00**	**$75.00**
RingCentral Rooms License	**0**	**$49.00**	**$0.00**
Room Connector License	**0**	**$49.00**	**$0.00**
Domestic Rooms Phone Line Add-On	**0**	**$19.49**	**$0.00**
Domestic Rooms Phone Line Add-On		$14.99	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
10DLC TCR SMS Registration - Non-UCaaS High Volume Campaign	**1**	**$10.00**	**$10.00**
		TotalMonthlyPrice*	**$10,384.93**

Total Amount*	**$10,384.93**

∗Does not include taxes and fees.
"RingCentral Office" and "RingCentral MVP" are now "RingEX™". All references to "RingCentral Office" and "RingCentral MVP", whether in the Agreement or its attachments, Order Forms, or descriptions, means "RingEX™".

DATE: **May 20, 2026**

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

FROM: **Ontson, Placide, LMFT, Executive Director**

BY: **Diana Acosta, Chief Financial Officer**

SUBJECT: **Approving a Grant to the City of Pomona in the amount of $4,448,850 for development of the "2040 N. Garey Avenue Housing Units" Project, and authorizing the Executive Director to execute a Grant Agreement with the City and take other related actions**

Summary:

Staff seeks Governing Board approval of a Grant Agreement with the City of Pomona which includes terms and conditions for granting the City unspent excess MHSA funds in the amount of $4,448,850 for development of the City's "2040 N. Garey Avenue Housing Units" project, which includes the procurement, installation, and operation of sixteen (16) prefabricated modular housing units to be used for permanent supportive housing for extremely low-income households that include persons with behavioral health conditions and are homeless or at risk of homelessness. Staff also seeks authorization for the Executive Director to execute the Grant Agreement and related agreements to secure the affordability of the sixteen units and supportive service.

Background:

On June 18, 2025 the TCMHA Governing Board adopted Resolution No. 796 designating unspent MHSA Community Services and Supports (CSS) funding for support of three housing projects, including $4,448,850 for Modular Housing Project with The City of Pomona also previously referred to the Tiny Home Project and now officially the "2040 N. Garey Avenue Housing Units" Project (the "Project").

Project Description:

The Project is being developed by the City of Pomona, on land owned by the City located at 2040 N. Garey Avenue in Pomona, California. The project includes the purchase of and the installation of prefabricated, modular building systems tailored to permanent supportive housing for Pomona residents.

The City has already approved the procurement of the prefabricated units from LifeArk, which is a Los Angeles-based manufacturer that produces modular structures made from post-consumer recycled plastic.

These structures are approved by the California Department of Housing and Community Development (HCD) for use as shelter, interim housing, or permanent housing. Each 8-foot-by-8-foot module can function as an individual living unit, or multiple modules can be combined to create larger living, community, or meeting spaces. LifeArk utilizes a design-build approach with a proprietary manufactured "kit-of-parts" system, enabling rapid production and delivery while allowing site preparation and manufacturing to occur concurrently, significantly reducing construction timelines and costs compared to traditional site-built projects.

LifeArk units are approved as Factory-Built Housing and are fully compliant with the California Building Code. Each unit will carry the HCD approval insignia, simplifying local plan checks and inspections

Built for quick assembly, the units are well-suited for emergency and supportive housing deployment and include integrated safety features such as automatic sprinkler systems and code-compliant egress windows. Constructed of high-density polyethylene, this prefabricated material resists fading, moisture intrusion, and splintering, requires minimal maintenance, and allows for easy component replacement and surface repairs. The modular units can also be disassembled and relocated as site needs change, providing long-term flexibility and a durable lifespan of 20–30 years or longer.

The original proposal planned to install the units at two alternative sites. However, further evaluation determined that installing the units at 2040 N. Garey Avenue made more sense, as this location is the current site of the City of Pomona's Family Stabilization Hub ("The HUB"). Co-locating the modular units at the HUB will ensure residents have direct access to comprehensive wraparound services, case management, and supportive resources that promote family resilience and long-term housing stability. Onsite amenities will include laundry facilities and an open courtyard. Additionally, supportive services will also be provided by TCMHA.

The Pomona Housing Authority (PHA) is proposing to attach Project-Based Vouchers to the units allowing the PHA to establish rents at the HUD Fair Market Rent, currently $1,710 per month for Efficiency Units. Tenants will pay 30% of their adjusted monthly income toward rent, while the PHA will subsidize the balance of the approved contract rent through vouchers up to a term of 30 years. The remaining sources of funding for the initial purchase and installation of this project are being provided by the City of Pomona housing bond proceeds.

In exchange for providing $4,448,850 financing funds for the Project in the form of a grant, TCMHA would receive exclusive use of 16 studio units (for the term of 30 years) for permanent supportive housing for persons (and their family) who have a demonstrated behavioral health condition, which may include serious mental illness (SMI), substance use disorder (SUD), or co-occurring conditions, and are homeless or at risk of homelessness, and whose income (when first becoming an occupant/tenant) meets the Project Based Voucher (PBV) program guidelines. In accordance with the Project Based Voucher (PBV) Program guidelines at least 75 percent of the families admitted to the Pomona Housing Authority's (PHA) tenant-based and project-based voucher programs must be extremely low-income families.

Staff has prepared the following documents for the Governing Board's consideration in order for Tri-City to provide assistance to the Project.

- Grant Agreement - The Grant Agreement provides grant funding to support the development of the Project, including the provision of permanent supportive housing units for individuals who are homeless or at risk of becoming homeless who have a mental health diagnosis or substance use disorder. The Agreement sets forth the terms and conditions governing the use of grant funds, including eligible costs, disbursement procedures, reporting requirements, and compliance obligations.

- Regulatory Agreement – The Regulatory Agreement will secure the City's commitment to provide Tri-City with the 16 units within the Project for individuals who are homeless or a risk of becoming homeless at an affordable rent for a term of thirty (30) years after the completion of the Project.

Both agreements are included as attachments to this report. The Governing Board's approval of the attached Resolution would approve the agreements in substantially the form presented and authorize the Executive Director to execute the agreements and take any other actions or execute any other agreements necessary to achieve the purposes of the proposed grant and the Project, which may include an additional Supportive Services Agreement that establishes the terms and conditions for TCMHA to provide supportive services to Project residents.

Fiscal Impact:

The Grant funds in the amount of $4,448,850 will come from MHSA CSS Unspent funds that the Governing Board previously allocated for what was then call the City's "Tiny Home Project" by the approval of Resolution No. 796 on June 18, 2025.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No.______ approving a grant to the City of Pomona in the amount of $4,448,850 for development of the "2040 N. Garey Avenue Housing Units" Project, and authorizing the Executive Director to execute a Grant Agreement with the City and take other related actions.

Attachments:

Attachment 13-A: Resolution No. 796, approved June 18, 2025.

Attachment 13-B: Resolution No. 860 (DRAFT)

Attachment 13-C: Grant Agreement (DRAFT)

Attachment 13-D: Regulatory Agreement (DRAFT)

RESOLUTION NO. 796

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO UTILIZE MENTAL HEALTH SERVICES ACT UNSPENT FUNDS FROM COMMUNITY SERVICES AND SUPPORT PLAN IN THE ESTIMATED AMOUNT OF $8,552,475.00 FOR THREE HOUSING AND SHELTER PROJECTS APPROVED THROUGH A COMMUNITY PLANNING PROCESS

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 utilize Mental Health Services Act (MHSA) unspent excess funds subject to reversion in the approximate amount of $8,552,475.00 from the Community Services and Supports (CSS) Plan to support the completion of three housing and shelter projects before June 30, 2027 to prevent the reversion these funds.

B. After careful consideration and evaluation of all recommendations received through a Community Planning Process wherein stakeholders and community members participated and provided feedback, a decision was made to allocate excess CSS funds subject to reversion to the following projects:

1)	Modular Housing Project #1 – 10 Units (Permanent) 252 E 4th Street in Pomona, California	$2,767,800
	Modular Housing Project #2 – 6 Units (Permanent) 464 W 8th Street in Pomona, California	$1,681,050
2)	St Ambrose Senior Affordable Housing A National Core Project - 12 Units 830 W. Bonita Avenue in Claremont, California	$2,160,000
3)	Hope for Home Year-Round Emergency Shelter Beds increase from 31 to 71 resulting in additional 3 beds for each City	$1,943,625
	TOTAL ESTIMATED AMOUNT	**$8,552,475**

2. Action

The Governing Board authorizes the Executive Director to allocate unspent excess MHSA funds in the estimated amount of $8,552,475.00 from the CSS Plan for three housing and shelter projects to prevent the potential reversion of these funds.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 18, 2025, by the following vote:

AYES: Board Members Lorraine Canales, Carolyn Cockrell, Sandra Grajeda, Paula Lantz, and Elizabeth Ontiveros-Cole; Vice-Chair Wendy Lau; and Chair Jed Leano.

NOES: None.

ABSTAIN: None.

ABSENT: None.

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

MICAELA P. OLMOS, RECORDING SECRETARY

RESOLUTION NO. 860

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A GRANT TO THE CITY OF POMONA IN THE AMOUNT OF $4,448,850 FOR DEVELOPMENT OF THE "2040 N. GAREY AVENUE HOUSING UNITS" PROJECT OF SIXTEEN PERMANENT SUPPORTIVE MODULAR HOUSING UNITS RESERVED FOR EXTREMELY LOW-INCOME HOUSEHOLDS AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH THE CITY AND TAKE OTHER RELATED ACTIONS

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

1. Findings. The Governing Board hereby finds and declares as follows:

A. Tri-City Mental Health Authority ("TCMHA") adopted Resolution No. 796 on June 18, 2025 authorizing the Executive Director to utilize Unspent Community Services and Support (CSS) MHSA funds in the amount of $4,448,850 to support the City of Pomona's ("City's") modular housing project consisting of sixteen (16) prefabricated units.

B. The City has previously approved contracts for the procurement, and installation of the sixteen modular studio units and intends to install and operate them as affordable housing at 2040 N. Garey Avenue in the City of Pomona, where it will be co-located with the City's Family Stabilization Hub. The City has named the project the "2040 N. Garey Avenue Housing Units" Project.

C. In exchange for TCMHA grant funding in the amount of $4,448,850, all 16 units in the Project will be restricted to extremely low-income households (30% Area Median Income) that include individuals who have a demonstrated behavioral health condition, which may include serious mental illness (SMI), substance use disorder (SUD), or co-occurring conditions, and who have experienced homelessness or are at risk of homelessness. Supportive services for Project residents will be provided by the City of Pomona and TCMHA. To accomplish this purpose, the following agreements have been prepared and were presented to the Governing Board at its regular meeting of May 20, 2026: (i) a Grant Agreement; and (ii) a Regulatory Agreement (collectively "Project Agreements").

2. Action

The Governing Board hereby approves the Project Agreements in substantially the same form as presented at its meeting on May 20, 2026 and authorizes the Executive Director to execute the Project Agreements and to take any related actions or execute any other instruments or agreements that are necessary or advisable to achieve the purposes of the Project Agreements and this Resolution

[Continues on Page 2]

3. Adoption

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

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO
CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER
GENERAL COUNSEL

Ontson Placide
Executive Director

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

APN(s):

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Regulatory Agreement is exempt from Recording Fees pursuant to Sections 6103, 27383 and 27388.1 of the California Government Code.

REGULATORY AGREEMENT
(2040 N. Garey Avenue Housing Units)

This REGULATORY AGREEMENT ("Agreement") is dated as of _______ 2026, and is entered into by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("**TCMHA**"), and the City of Pomona, a California charter city ("City").

RECITALS

A. Pursuant to a Grant Agreement dated _________, 2026 between TCMHA and City ("**Grant Agreement Agreement**"), TCMHA has conditionally granted City the amount of Four Million Four Hundred Forty-Eight Thousand Eight Hundred Fifty dollars ($4,448,850) ("**MHSA Funds**") to be used for the capital development of an affordable housing project on real property located at 2040 N Garey Ave, Pomona, California and further described in Exhibit "A" hereto ("**Site**").

B. The Grant Agreement requires City to construct sixteen (16) modular housing units (each a "**Housing Unit**") on the Site (the "**Project**"). The Grant Agreement requires, as a condition to its commitment of funds, that City enter into and record this Agreement restricting sixteen (16) of such Housing Units to Individuals and Families Extremely Low Income Households at an Affordable Rent (the "**Required Affordable Units**") for thirty (30) years after the completion of the Project.

C. City intends to develop the Site utilizing, among other things, its own funds and accordingly expects to prepare an agreement to be recorded after this Agreement, that restricts all sixteen (16) units (the "**City Regulatory Agreement**").

D. The parties hereto acknowledge that tenants of the Required Affordable Units, in addition to housing, will require supportive services which are to be provided by TCMHA pursuant to a Supportive Services Agreement between the parties dated substantially concurrently herewith, and that TCMHA shall be the lead provider of services to all tenants of the Development to the extent they qualify for TCMHA services (as provided in said Supportive Services Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions set forth herein and in the Note the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Affordability Period. The term "**Affordability Period**" shall mean the period commencing upon the completion of the Project and expiring thirty (30) years thereafter.

1.2 Affordable Rent. The term "**Affordable Rent**" shall mean rent, including a reasonable utility allowance/amount, no greater than the rent permitted for Extremely Low Income households under California law (i.e., the product of thirty percent (30%) times thirty percent (30%) of AMI, adjusted for family size appropriate to the unit). Affordable Rent shall be determined in conformity with Health and Safety Code Section 50052.5 and related regulations.

1.3 Individuals and Families Extremely Low Income Households. The term "**Individuals and Families Extremely Low Income Households**" shall mean persons or family members have a demonstrated behavioral health condition, which may include serious mental illness (SMI), substance use disorder (SUD), or co-occurring conditions, and whose income (when first becoming an occupant/tenant) meets the Project Based Voucher (PBV) program guidelines. In accordance with the Project Based Voucher (PBV) Program guidelines at least 75 percent of the families admitted to the Pomona Housing Authority's (PHA) tenant-based and project-based voucher programs must be extremely low-income families.

ARTICLE 2
RESTRICTIONS

2.1 Permitted and Required Uses. The Project shall be used only for private rental dwelling purposes and related amenity uses, for the purposes described in the City Regulatory Agreement. Additionally, throughout the Affordability Period, City covenants and agrees to make available, restrict occupancy to, and rent not fewer than the Required Affordable Units in the Project to Individuals and Families Extremely Low Income Households at an Affordable Rent. City shall not maintain or cause to be maintained any public nuisance or private nuisance on or about the Project.

2.2 Selection of Tenants. City shall be responsible for the selection of tenants in compliance with all applicable laws and this Agreement, and as to the Required Affordable Units TCMHA shall: (i) fully consult, coordinate and cooperate with TCMHA in the selection of qualified tenants; and (ii) provide reasonable evidence to TCMHA that a tenant is permitted under the terms of this Agreement to rent a Required Affordable Unit before so renting a Required Affordable Unit to the tenant; (iii) provide a copy of the applicable rental agreement and addenda to TCMHA, with evidence that the rent is Affordable Rent for the tenant, prior to signing the rental agreement, and (iv) TCMHA's process for selecting tenants for the Affordable Units is set forth in Exhibit "B" attached hereto and City shall comply therewith.

2.3 Increases in Tenant Income and Rent. A tenant who qualifies as an Extremely Low Income Household prior to occupancy of a Required Affordable Unit but whose income increases such that such tenant household ceases to be income qualified, may continue to occupy such

Required Affordable Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of (x) thirty percent (30%) of the household's adjusted monthly income, recertified annually, or (y) the market rent applicable to the Required Affordable Unit as published by HUD. No rent for a Required Affordable Unit may be increased without the reasonable consent of TCMHA after delivery to TCMHA of a reasonable written explanation together with reasonable evidence of the increased income.

2.4 Tenant Protections.

(a) Lease. City shall execute or cause to be executed a written lease/rental agreement for each Required Affordable Unit which complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and with each tenant household identifying by name all permitted occupants, both adults and minors.

(b) Prohibited Lease Terms. The tenant lease/rental agreement may not contain any of the following provisions:

(i) *Agreement to be sued*. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(ii) *Treatment of property*. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out. The owner may dispose of this personal property in accordance with State law;

(iii) *Excusing owner from responsibility*. Agreement by the tenant not to hold City or City's agents legally responsible for any action or failure to act, whether intentional or negligent;

(iv) *Waiver of notice*. Agreement of the tenant that City may institute a lawsuit without notice to the tenant;

(v) *Waiver of legal proceedings*. Agreement by the tenant that City may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(vi) *Waiver of a jury trial*. Agreement by the tenant to waive any right to a trial by jury;

(vii) *Waiver of right to appeal court decision*. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(viii) *Tenant chargeable with cost of legal actions regardless of outcome*. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by City against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and

(ix) *Mandatory supportive services*. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

(c) Termination of Tenancy. City may not terminate the tenancy or refuse to renew the lease of a tenant within the Project except for failure to pay rent, serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) calendar days (or such longer period as may be required by applicable laws) by City's service upon the tenant of a written notice specifying the grounds for the action.

2.5 Nondiscrimination. There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

ARTICLE 3
OPERATION, MANAGEMENT & MAINTENANCE OF THE PROJECT

City shall comply with all the terms and provisions of the City Regulatory Agreement, including without limitation those relating to operation, management, financing and maintenance of the Project.

ARTICLE 4
RUNS WITH LAND; PROHIBITIONS ON ASSIGNMENT

4.1 Covenants to Run With the Land. The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

4.2 Transfers; General Prohibition of Transfer without Consent. The qualifications and identity of City as an experienced and successful developer and operator/manager of affordable housing are of particular concern to TCMHA. Accordingly, no voluntary or involuntary successor in interest of City shall acquire any rights or powers this Agreement, nor shall City make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the Site or the Site, or any part thereof, or this Agreement (collectively referred to herein as a "**Transfer**") without the prior written approval of TCMHA, which approval shall not however be unreasonably withheld or delayed.

ARTICLE 5
ENFORCEMENT; REMEDIES; CROSS DEFAULT WITH GRANT

5.1 Remedies. In the event of default or breach of any of the terms or conditions of this Agreement by City, its heirs, executors, administrators or assigns, TCMHA may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance.

5.2 No Third Parties Benefited. Except as provided herein as to TCMHA, this Agreement is made for the purpose of setting forth rights and obligations of City and TCMHA, and no other person shall have any rights hereunder or by reason hereof.

5.3 Default Hereunder. A default under this Agreement shall entitle TCMHA to liquidated damages from City in the amount of $800 per month per defaulted unit, to be adjusted for inflation based on changes in CPI or successor index.

ARTICLE 6
INSURANCE; INDEMNITY

6.1 Additional Insured. City shall, at City's expense, cause TCMHA to be named as additional insured under all liability insurance maintained by City for the Project, and shall promptly provide TCMHA with reasonable evidence of such insurance and additional insured status.

6.2 Indemnification. The City shall indemnify, defend (with counsel reasonably acceptable to TCMHA), and hold the TCMHA, and its employees, officers, agents, and board members harmless against all claims which arise out of or in connection with the ownership or occupancy of or construction on or in connection with the Project (including, without limitation, rehabilitation) by the City or the City's contractors, subcontractors, agents, employees, or tenants, including claims resulting from the City's failure to comply with applicable federal, state and local Fair Housing laws regarding discrimination in rental housing, handicapped accessibility, prevailing wage (California Labor Code Section 1720 et seq.) and/or Davis Bacon (40 U.S.C. 276(a) et seq.) (as applicable), and the relocation of persons displaced by the Development, if applicable, including rehabilitation of the Project. City agrees that the City, and not the TCMHA, is responsible for assuring compliance with such laws. This section shall survive the termination of this Agreement.

ARTICLE 7
NOTICES

7.1 Written notice, demands and communications between TCMHA and City shall be deemed sufficient if dispatched by overnight delivery by a regarded courier service, registered or certified mail, postage prepaid, return receipt requested to the principal offices of TCMHA and City, the addresses of which are hereinafter set forth. Such written notices, demands and communications may be sent in the manner prescribed to each other's addresses as either party may, from time to time, designate by mail, or the same may be delivered in person to representatives of either party upon such premises. Said addresses are as follows:

If to City:	City of Pomona 505 S. Garey Ave. Pomona, CA 91766 Attention: City Clerk
If to TCMHA:	Tri-City Mental Health Authority 1717 N. Indian Hill Blvd., Suite B Claremont, CA 91711 Attention: Executive Director

7.2 Notices herein shall be deemed given one business day after delivery to a reputable overnight delivery service for next day delivery, or three (3) consecutive calendar days after deposit of the same in the custody of the United States Postal Service.

ARTICLE 8
MISCELLANEOUS

8.1 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party or the failure by the party to exercise its rights under or upon a default by the other party herein shall not constitute a waiver of such party's right to demand strict compliance from such other party in the future.

8.2 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

8.3 Relevant Agreements; Merger. This Agreement and the Note contain the sole and entire agreements and understandings of the parties with respect to the subject matter hereof. No representations, oral or otherwise, express or implied, other than those contained herein, have been made by the parties.

8.4 Counterparts. Counterparts of this Agreement may be executed, acknowledged, delivered and recorded, and each of which, and all of which together, shall constitute one and the same Agreement.

[*Signature Block appears on the following page*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY:	TCMHA:
CITY OF POMONA a California charter city	TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority
By: ________________________________	By: ________________________________
Name: ________________________________	Name: ________________________________
Title: ________________________________	Title: ________________________________

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ________________________

On _______________ before me, _______________________________________ Notary Public, personally appeared _______________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ______________________________

On _______________ before me, ____ Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________ Place Notary Seal Above

Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

TENANT SELECTION PROCESS FOR REGULATED UNITS

Tenant selection for Tri City Mental Health Authority (TCMHA) housing will be consistent with the eligibility and guiding requirements of the Mental Health Services Act (MHSA) and the Coordinated Entry Systems (CES). The target populations for TCMHA units in the project are for persons (and their family) who have a demonstrated behavioral health condition, which may include serious mental illness (SMI), substance use disorder (SUD), or co-occurring conditions, and are homeless or at risk of homelessness, and whose income (when first becoming an occupant/tenant) meets the Project Based Voucher (PBV) program guidelines. In accordance with the Project Based Voucher (PBV) Program guidelines at least 75 percent of the families admitted to the Pomona Housing Authority's (PHA) tenant-based and project-based voucher programs must be extremely low-income families. Applicants must be able to pay the rent and have income in the amount of social security level or above and be within the income restrictions of the unit.

<u>Behavioral Health Services Act (BHSA)</u>

Households eligible for BHSA-funded supportive housing must be experiencing homelessness or at risk of homelessness and must meet the behavioral health criteria established by the program, including verification of a qualifying behavioral health condition when applicable. Income eligibility shall be determined in accordance with the requirements of the rental subsidy or voucher program assigned to the project. TCMHA shall utilize the Coordinated Entry System (CES) to confirm homelessness status, acuity scores, and vulnerability indicators, and shall use this information to conduct an internal matching process that aligns with Los Angeles County CES prioritization standards. Applicants must demonstrate the ability to comply with lease terms and meet rent obligations, and the Service Provider shall verify that the household does not have access to other available housing subsidies. All eligibility determinations and behavioral health qualifications shall be documented in the Housing Support Plan (HSP) and certified by program staff.

<u>Coordinated Entry System (CES) Process</u>

TCMHA shall coordinate with the Coordinated Entry System (CES) by utilizing CES assessment data, including homelessness status, acuity scores, and prioritization indicators, to verify eligibility and conduct an internal matching process that aligns with Los Angeles County's CES matching standards, while ensuring that all eligibility determinations, subsidy assignments, and documentation requirements are completed in accordance with program rules and align with BHSA.

<u>Application Process</u>

Once an applicant has been identified through the program's internal matching process, the applicant will be referred to property management to complete a full housing application. Property management shall conduct the application process in a supportive, transparent, and housing-first–oriented manner. The application review may include income verification, credit history review, criminal background screening consistent with fair housing guidance, verification of information provided by the applicant, and contact with prior landlords, as well as a meeting with the applicant and any supportive services staff the applicant wishes to include. Applicants for units supported by a Housing Authority-issued rental subsidy must also complete all required Housing Authority application and eligibility steps, including submission of documentation, participation in interviews, and compliance with Housing Authority determinations. If concerns arise regarding the applicant's rental history, credit, background, or voucher eligibility, property management and supportive services staff shall engage in a collaborative discussion with the applicant regarding potential reasonable accommodations or supportive measures that may mitigate those concerns. Upon completion of the review, property management shall notify the applicant in writing of the approval or denial of the application, including the reasons for any denial. Applicants who are not approved shall be offered the opportunity to discuss the decision with property management and may pursue the appeals process as outlined in this agreement.

Appeal Process

Prospective tenants or their Single-Fixed Person of Responsibility (SFPR) may request an appeal form from property management or supportive services staff, who may assist the applicant throughout the appeals process as needed. If the applicant has a disability and requires reasonable accommodations to participate in the appeal, supportive services staff shall assist the applicant in identifying and documenting the accommodation request and ensuring it is included with the appeal. Applicants who are denied housing or subsidy participation shall have the right to a hearing, and supportive services staff may attend the hearing at the applicant's request. All appeals and accommodation requests shall be documented and processed in a timely and consistent manner in accordance with program policies and applicable fair housing laws.

GRANT AGREEMENT

between

THE TRI-CITY MENTAL HEALTH AUTHORITY

&

THE CITY OF POMONA

(2040 N. Garey Avenue Housing Units)

This Grant Agreement ("**Agreement**") is dated as of May 20, 2026, and is entered into by and between the Tri-City Mental Health Authority, a California joint powers authority ("**Grantor**") and the City of Pomona, a California charter city ("**Grantee**"), who may be referred to herein collectively as the "Parties" and each individually as a "Party."

RECITALS

1. On June 18, 2025, the Tri-City Mental Health Authority ("**TCMHA**") Governing Board allocated unspent excess Mental Health Services Act funds in the amount of Four Million Four Hundred Forty-Eight Thousand Eight Hundred Fifty dollars ($4,448,850) ("**MHSA Funds**") for Grantee's development of sixteen (16) modular housing units to be used for permanent supportive housing in the City of Pomona (the "**Project**").

2. On November 3, 2025, the Grantee's City Council ("**City Council**"), sitting as the Governing Board of the City of Pomona Housing Authority ("**PHA**"), approved the acceptance of the MHSA Funds and authorized the PHA Executive Director to execute an agreement or other documentation requested for acceptance and use of the MHSA Funds. Grantee subsequently determined to develop the Project on property located at 2040 N. Garey Avenue, Pomona, California, which is owned by Grantee and described on Exhibit "A" to this Agreement (the "Site").

3. On March 16, 2026, the City Council awarded a contract to LifeArk SPC in the amount of Two Million Two Hundred Forty-Five Thousand One dollars ($2,245,001) for the procurement of sixteen (16) prefabricated modular housing units for the Project.

4. On April 6, 2026, the City Council awarded a contract to Angeles Construction, Inc. in the amount of Two Million Seven Hundred Seventy-Three Thousand Four Hundred Five ($2,773,405) for Project construction, including Site improvements and installation of the prefabricated modular housing units.

5. The Parties now mutually wish to establish the terms and conditions under which Grantee will grant the MHSA Funds to Grantee.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

AGREEMENT

1. **Grant**. Grantor hereby agree to grant the MHSA Funds in the amount Four Million Four Hundred Forty-Eight Thousand Eight Hundred Fifty Dollars ($4,448,850.00) (the "**Grant**") to Grantee, subject to the terms and conditions of this Agreement.

2. **Conditions Precedent to Grant**. Grantor's obligation to make any disbursement of Grant pursuant to this Agreement is subject to the satisfaction of each of the following conditions precedent prior to June 22, 2026:

A. Delivery of Documents. Grantee shall have delivered to Grantor a final project budget, an updated schedule of sources and uses of funds, and evidence of an executed construction contract with a qualified contractor that is consistent with the budgets and sources.

B. Equity Funds. Grantee shall have delivered to City reasonable evidence that all required funds other than the Grant have been committed to the Project.

C. No Default. There shall exist no default by Grantee under this Agreement or any material documents related to the Project.

D. Entitlements/Permits. All required entitlements and permits for the Project shall have been issued and all related fees due shall have been paid, and a statement certifying to such effect shall be provided by Grantee.

E. Disbursement Request. Grantee shall have submitted to Grantor a written request for disbursement in a form specifying in reasonable detail both the requested manner of disbursement and the facts establishing satisfaction of these conditions precedent.

3. **Payment Schedule**. The Grant shall be due and payable from Grantor's acceptance of Grantee's written request for disbursement and distributed to Grantee on or before June 30, 2026.

4. **Required Use of Grant**: Grantee shall only use the Grant for the purpose of developing the Project on the Site subject to the terms and conditions of this Agreement and in accordance with all applicable federal, state, and local laws and regulations. No substantial changes in the permitted uses of the Grant or conditions thereof shall be made without Grantor's prior written approval. Grantee shall not use the Grant to cover Grantee's debts, liabilities, or expenses not directly related to development of the Project; nor to finance any past or potential future litigation whether or not such litigation relates to the Project.

5. **Affordability Restrictions**; Upon the completion of the Project, Grantee shall use, operate and the Project for a term of no less than thirty (30) years exclusively for permanent supportive housing only for persons (and their families) who have a demonstrated behavioral health condition, which may include serious mental illness, substance use disorder, or co-occurring condition, are homeless or at risk of homelessness, and whose income (when first becoming an occupant/tenant) meets the Project Based Voucher (PBV) program guidelines. In accordance with the Project Based Voucher (PBV) Program guidelines at least 75 percent of the families admitted to the Pomona Housing Authority's (PHA) tenant-based and project-based voucher programs must be extremely low-income families. providing that such persons/families be charged rent, including the required utility allowance as published annually by the United States Department of Urban Development via the local housing authority, at no greater than the rent permitted by HCD for households earning not more than 30% of AMI. To secure this obligation, Grantor and Grantee shall enter into a recordable agreement ("**Regulatory Agreement**") in a form substantially the same as set forth in the attached Exhibit "B".

6. **<u>Supportive Services</u>**. The Parties agree that Grantor shall provide, and Grantee shall allow Grantor to provide, supportive services to Project residents at no cost to either Grantee or the Project residents, for a period of twenty (30) years following Project completion. To secure this obligation, Grantor and Grantee shall enter into an agreement ("**Supportive Services Agreement**") in a form substantially the same as set forth in the attached Exhibit "C".

7. **<u>Recognition</u>**. In recognition of the Grantee's contribution to the Project, Grantee covenants that materials produced by Grantee or on its behalf for the purpose of promoting the Project to the general public will prominently acknowledge Grantor's financial contribution to the Project. Grantee shall provide reasonable notice to Grantee when such materials are produced, and agrees to modify or delete reference to Grantor upon Grantor's reasonable request.

8. **<u>Reversion</u>**. Any portion of the Grant funds disbursed that are not used for the specific purposes set forth in this Agreement will revert to Grantor and promptly be returned to Grantor regardless of any claimed adverse effect of such return on the programs or operations of Grantee.

9. **<u>Compliance</u>**. If any law, ruling, or regulation now or hereafter in effect shall render any material provision of this Agreement void, unenforceable, or unlawful, Grantor may terminate this Agreement immediately by providing written notice to Grantee. Immediately upon such termination, all disbursements or expenditures of the Grant funds shall cease and Grantee shall return any unexpended portion of the Grant to Grantor.

10. **<u>Default; Remedies</u>**. Grantee recognizes and agrees that in the event that any of the terms of this Agreement were not performed in accordance with their specific terms or were otherwise breached, immediate irreparable injury would be caused. It is accordingly agreed that in the event of a failure by Grantee to perform its obligations hereunder, Grantor will be entitled to specific performance through injunctive relief to prevent breaches of the terms of this Agreement.

11. **<u>Reporting; Recordkeeping</u>**. Grantee shall submit, or cause to be submitted, full and complete Project status reports, including reasonable financial reports, to Grantor on a quarterly basis until completion of construction of the Project and annually thereafter for a period coterminous with the affordability requirements set forth in the Regulatory Agreement. Quarterly Reports are due each calendar quarter by on or before the twentieth (20th) day of the first month of the new quarter. Annual Reports shall be due on or before every first (1st) day of January. Grantee shall maintain full and complete records of all Grant funds and use, and make such records available to the Grantor and its agents at reasonable times. Grantor may, at its own expense, monitor or evaluate books and records.

12. Party Representatives.

A. Grantor's representative for purposes of this Agreement is its Executive Director or the person designated in writing by the Executive Director.

B. Grantee's representative for purposes of this Agreement is its City Manager or the person designated in writing by City Manager.

13. Indemnification. To the maximum extent permitted by law, Grantee shall defend, indemnify, and hold Grantor, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of public officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Grantee, its employees, its contractors, and agents in connection with performance of this Agreement or development of the Project, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except to the extent that such loss or damage arises from the sole negligence or willful misconduct of Indemnitees. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Grantee shall defend Indemnitees, at Grantee's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Grantee shall reimburse Indemnitees for any and all legal expenses and costs incurred by any and each of them in connection therewith or in enforcing the indemnity herein provided. Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Grantee or Indemnitees. All duties of Grantor under this Section shall survive the termination or expiration of this Agreement.

14. Notices. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit in the United States Mail, first class postage prepaid and addressed to the party at the following addresses, or such other address as a Party may designate by written notice to the other Party:

If to Grantor: Tri-City Mental Health Authority
1717 N Indian Hill Boulevard, Suite B
Claremont, California 91711
Attn: Executive Director

If to Grantee: City of Pomona
505 South Garey Avenue,
Pomona, California 91766
Attn: City Manager

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

15. **Applicable Law; Venue**. This Agreement will be construed and governed by the laws of the State of California. Venue for any action or proceeding arising from or related to this Agreement shall be any court of competent jurisdiction located in the County of Los Angeles, California.

16. **Assignment**. Grantee shall not assign or transfer any interest in this Agreement whether by as-assignment or novation, without the prior written approval of Grantor. Any purported assignment without such consent shall be void and without effect.

17. **No Third Party Rights**. No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

18. **Successors and Assigns**. The provisions of this Agreement will inure to the benefit of, and be binding upon, Grantor' and Grantee's respective successors and assigns.

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

20. **Severability**. The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

21. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal proceeding to enforce or relating to this Agreement shall be a court of competent jurisdiction located in the County of Los Angeles, California.

22. **Waivers**. No waiver by Grantor of any default by Grantee shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by Grantor shall give Grantee any contractual rights by custom, estoppel, or otherwise.

23. **Attorneys' Fees**. If either Party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

24. **Exhibits**. Each exhibit referenced in this Agreement is hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

25. **Authority**. Each person executing this Agreement on behalf of a Party warrants that they are duly authorized to execute this Agreement on behalf of such Party and that by his their execution, that Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date first written above.

GRANTEE:

City of Pomona,
a California charter city.

By: ______________________________
Anita D. Scott
City Manager

Date:__________________, 2026

GRANTOR:

Tri-City Mental Health Authority
a California joint powers authority

By: ______________________________
Ontson Placide
Executive Director

Date: __________________, 2026

ATTEST

By: ______________________________
Micaela Olmos
JPA Administrator/Clerk

APPROVED AS TO FORM

By: ______________________________
Steven L. Flower
General Counsel

EXHIBIT "A"

Legal Description of the Site

EXHIBIT "B"

Form of Regulatory Agreement

EXHIBIT "C"

Form of Supportive Services Agreement

Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 20th, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson, Placide, LMFT, Executive Director

BY: Natalie Majors, LCSW, Chief Compliance Officer

SUBJECT: Agreement with Netsmart Technologies, Inc. For An Electronic Health Record (EHR) System in An Amount Not to Exceed $584,995.07 For the First Year And $565,620.84 Annually Thereafter, Effective May 21, 2026, For A Five-Year Term, And Authorizing the Executive Director to Execute the Agreement and Any Subsequent Amendments

Summary:

Staff recommends that the Governing Board approve Agreement with Netsmart Technologies, Inc. and authorize the Executive Director to execute the Agreement with Netsmart Technologies, Inc., for an Electronic Health Record (E.H.R.) system and services.

Background:

Tri-City Mental Health Authority (TCMHA) transitioned to our current Electronic Health Record (EHR) system in 2022. We have used the system for just under four (4) years and have determined (within the last year) that the current EHR system no longer meets our agency's client care and operational needs.

To identify a new EHR solution, TCMHA conducted a competitive evaluation of six qualified EHR vendors within the highly limited and specialized behavioral health market. The agency's review process ensured fair competition, objective selection, and cross-departmental participation in the review. From this process, the selected and proposed EHR vendor is Netsmart Technologies, Inc.

Fiscal Impact:

Total anticipated annual cost for the first year is: $584,995.07 and $565,620.84, annually thereafter for the initial term (60 months). Costs for the first year will come from Capital Facilities and Technological Needs (CFTN) Plan Funds, authorized by the Governing Board by the approval of Resolution No. 831 on December 17, 2025. Costs for subsequent years will be based on program use from a combination BHSS and realignment dollars.

Recommendation:

Staff recommends that the Governing Board approve Resolution No. 862, authorizing Tri-City to enter into an Agreement with Netsmart Technologies, Inc. and authorizing the Executive Director to execute the Agreement with Netsmart Technologies, Inc. starting May 21, 2026.

Attachments

Attachment 14-A: Resolution No. 861 – DRAFT

Attachment 14-B: Netsmart &TCMHA Technologies, Inc. Agreement for Electronic Health Record Services, Effective May 21, 2026 – DRAFT

Attachment 14-C: Netsmart &TCMHA Technologies, Inc. Pricing

Attachment 14-D: Agenda Report PowerPoint Presentation

RESOLUTION NO. 861

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AGREEMENT WITH NETSMART TECHNOLOGIES, INC. AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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 execute an Agreement with Netsmart Technologies, Inc. for an Electronic Health Record system and services. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to address the need of having a and effective Electronic Health Record system to meet agency operational and client care needs.

B. Netsmart Technologies, Inc. is an Electronic Health Record Vendor; and its cost for the first year is: $584,995.07 and $565,620.84, annually thereafter for the initial term (60 months).

2. Action

The Governing Board approves and authorizes the Executive Director to enter into, and execute, Agreement with Netsmart Technologies, Inc. for Electronic Health Record system, commencing on May 21, 2026 for a 60 month term.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on May 20, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

____
JED LEANO, CHAIR

APPROVED AS TO FORM:

____
STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

____
ONTSON PLACIDE, EXECUTIVE DIRECTOR

MASTER AGREEMENT

This Master Agreement ("**Agreement**") is effective as of the date last signed by the parties below (the "**Effective Date"),** between

Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("**Netsmart**")	**Tri-City Mental Health Authority** 1717 N Indian Hill Blvd. #B Claremont, CA 91711 ("**Client**") State tax exempt:
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 E-mail Address: jmcgovern@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	Attention: Telephone No: E-mail Address: Legal notices to be sent to (if different):

This Agreement sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client.

Netsmart Technologies Inc.	**Client**
BY: (SIGNATURE) (PRINTED NAME) **TITLE** **DATE**	**BY:** (SIGNATURE) (PRINTED NAME) **TITLE** **DATE**

Attachment 14-B

TERMS AND CONDITIONS

1. DEFINITIONS

Each capitalized term used in this Agreement shall have the following meaning:

a. "**Confidential Information**" means all technical, financial and other information that is disclosed by either party to the other, whether orally or in writing, any disputes, status reports, scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services, Work Product, data (other than Protected Health Information which is protected in accordance with the BAA), Documentation, all non-public information related to Netsmart products, services and methodologies. "Confidential Information" does not include information (a) publicly available through no breach of this Agreement; (b) rightfully acquired from a third party having a bona fide right to disclose or make the same available; (c) independently developed or previously known by a party; or (d) Protected Communication.

b. **"Data"** means all information collected, stored, processed or generated through Client's use of the Software Services.

c. "**Documentation**" means the generally available description and features of the Software Services as set forth on the applicable Netsmart knowledge repository, which includes release notes. If applicable, the Netsmart Resource Center can be accessed via the application or the NetsmartConnect portal.

d. "**First Productive Use**" means the date that Data is being accessed or entered in the Software Services for processing or review in Client's commercial environment.

e. "**Force Majeure**" mean acts or events beyond a party's reasonable control, including but not limited to, acts of nature, governmental actions, acts of terrorism, fire, labor, civil disturbances, pandemics, transportation problems, interruptions of power supply or communications, breakdown of internet service provider and natural disasters, any of which makes performance impossible.

f. "**Hardware Configuration**" means the hardware required to install and/or operate the Software Services as set forth at https://wikihelp.ntst.com/Special:Userlogin?returntotitle=Req#tab=login, Username: Netsmart_Prospect and Password: Netsmart1.

g. "**Problem or Defect**" means any failure of the Software Services to operate in substantial conformance with the Documentation.

h. **"Protected Communication"** mean those communications protected under 45 CFR § 170.403, Communications, of the 21st Century Cures Act (the "Communications Rule"), regarding the usability, interoperability or security of the Netsmart Software Services; relevant information regarding users' experiences when using the Software Services; Netsmart's business practices related to exchanging electronic health information; and the manner in which a user uses the Software Services.

i. "**Purchase Agreement**" means a document executed by the parties (such as a quote or addendum) setting forth the items being purchased by Client, which will be subject to and incorporated into this Agreement.

j. "**Scope of Use**" means a metric used to define the limits of the products and services as provided for in the Agreement (i.e. number of concurrent users).

k. "**Services**" means the implementation, training, Software Services, Support Services and other services to be provided by Netsmart under this Agreement.

l. "**Software Services**" or "**SaaS**" means the right to access the Netsmart commercial software services in a cloud computing environment in accordance with the SOW, together with the Support Services.

m. "**Statement of Work**" or "**SOW**" means the scope for the implementation of the Software Services and Third Party Products.

n. “**Support Services**” means the application maintenance and support services provided by Netsmart for the Software Services.

o. “**Third Party Products**” means any commercial software product or infrastructure acquired by Netsmart from an outside vendor on behalf of Client.

p. “**Work Product**” means any documentation, technique, methodologies, inventions, reports, software, or procedures developed, conceived or introduced by Netsmart during the course of this Agreement, whether acting alone or in conjunction with Client or its employees, Users or others. Work Product does not include any Client Confidential Information or Data.

2. SOFTWARE SERVICES LICENSE RIGHTS

a. Software Services License. Netsmart hereby grants Client a non-exclusive, royalty-free, non-transferable subscription license to use the Software Services and Third Party Products only:

   i. for Client’s internal business purposes and not to process the data of any other entity; and

   ii. to support the Scope of Use for the Software Services and Third Party Products set forth on the applicable Purchase Agreement(s).

b. License Rights. The license rights granted in this section may be exercised by Client, its employees, and independent contractors (provided that such independent contractors are not competitors of Netsmart) (each a “**User**”). Client shall be responsible for each User(s) compliance with the terms of this Agreement.

c. License Restrictions. Except as expressly stated in this Agreement, no other rights, express, implied or otherwise, are granted to Client and Netsmart reserves all rights not expressly granted herein. Client will not knowingly permit the Software Services or Third Party Products (i) to be disassembled or reverse engineered, (ii) to be sold, disclosed, leased, subleased, lent or otherwise made available to others including third party hosting providers, (iii) to be or attempted to be accessed, modified, make additions to or altered, (iv) make any derivations, adaptations, or translations in whole or in part, (v) Client shall not knowingly transmit malware including but not limited to malicious codes, viruses, Trojan horses or similar mechanisms, and/or (vi) to be used to develop functionally similar computer software or to otherwise compete with Netsmart. No copies of the Software Services or Third-Party Products may be made by Client without the prior written consent of Netsmart except for backup purposes in accordance with normal data processing practices. Client agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Software Services and Third Party Products.

d. Third Party Products. Third Party Products are licensed subject to the same restrictions as are set forth in this Agreement. Third party vendors retain all rights, title and interest, including intellectual property rights and all other rights to their respective Third-Party Products. Third Party Products are also subject to and Client agrees to the pass through terms that apply to those Third Party Products at https://www.ntst.com/lp/pass-through-terms. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart’s obligations with respect to Software Services under this Agreement.

e. Software Title. The Software Services are proprietary to Netsmart and are based upon and contain trade secrets and other Confidential Information. Netsmart reserves title to the Software Services and all other rights not expressly granted herein.

f. Scope of Use Audit. Client acknowledges that Netsmart has access to view Client’s actual Scope of Use and will periodically verify Client’s actual Scope of Use of the Software Services. Should this verification identify usage of the Software Services in excess of the Scope of Use contracted for, Client agrees to true-up the Scope of Use to the current usage levels.

3. **SERVICES**

a. Implementation. The Statement of Work will set forth the tasks to be performed by each party, the time frames in which such tasks will be performed and will identify the roles and responsibilities of the persons who will be provided by Client to support the implementation.

b. Support Services. Netsmart agrees to provide Support Services in accordance with the terms set forth on Schedule A.

c. Data Security. Netsmart has a risk-based, independent third party-audited Information Security Management System ("**ISMS**") designed to enable Software Services and Support Services to be delivered in a secure manner and protect against threats to the security or integrity of Client's Data. Netsmart aligns its ISMS with the National Institute of Standards and Technology (NIST) cybersecurity framework. Netsmart annually agrees to undergo SSAE18 SOC 2 Type 2 review of its data center operations and agrees to provide a summary of the report upon Client's request.

d. Suspension of Services. Netsmart may suspend Services without liability to Client in the event of (i) a threat to the security of Netsmart's systems, the Services, or (ii) upon advance written notice to Client, Client's undisputed invoices are overdue and written has provided by Netsmart, in addition to any other rights or remedies, including termination of the Agreement. To dispute an invoice, Client must notify Netsmart in writing of any invoice disputes within 30 days of receiving the disputed invoice or the invoice will be deemed undisputed.

4. **PAYMENTS**

a. Payments. Invoices are payable net thirty (30) days after invoice date. Client will pay a finance charge on all undisputed invoices past due at a rate of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material breach of the Agreement.

b. Annual Increases. Netsmart agrees that it will not revise any recurring fees during the initial term of this Agreement. Thereafter, beginning Year 6, any recurring fees will be increased annually at a rate of **5%** or the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, whichever is greater. Netsmart may further increase recurring fees for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.

c. Taxes. The fees set forth in this Agreement do not include any taxes. Where applicable, taxes will be added to the fees, and Client will pay amounts equal to any taxes (however designated, levied, or based) on such fees including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart. If Client is tax exempt, Client will provide Netsmart a certificate of exemption from taxes.

5. **WARRANTIES**

a. Functionality Warranty. Netsmart warrants that the Software Services will substantially conform in all material respects with the Documentation, provided Client is on the most current or next to most current version of the Software Services and no modifications, additions or alterations of any kind have been made. In the event of a breach of the foregoing warranty, Netsmart will (i) correct any reproducible Problems or Defects in the Software Services which prevent it from operating in substantial conformance with the Documentation; or (ii) provide a commercially reasonable alternative that will substantially conform with the Documentation in accordance with the Support Services provisions set forth in Schedule A. The foregoing warranty will only apply if Client meets the Hardware Configuration. CLIENT'S EXCLUSIVE REMEDY UNDER THIS SECTION AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE SERVICES TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT MODIFY OR ELIMINATE THE PROBLEM OR DEFECT, CLIENT MAY TERMINATE THE AGREEMENT PURSUANT TO THE TERMINATION SECTION AND SEEK ALL AVAILABLE REMEDIES AT LAW AND IN EQUITY.

b. Services Warranty. Netsmart warrants that the Services will be performed in a professional manner in accordance with the terms in this Agreement.

c. Disclaimer Of All Other Warranties. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE SOFTWARE SERVICES, THIRD PARTY PRODUCTS, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

6. LIMITATION OF LIABILITY

a. LIMITATION ON DAMAGES**.** EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

b. LIMITATION ON CUMULATIVE LIABILITY. EXCEPT FOR INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF NETSMART TO CLIENT FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO NETSMART FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

c. SUPER CAP FOR EXCLUDED CLAIMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR A BREACH OF CONFIDENTIALITY, CYBER THEFT (SECTION 7.D) OR A BREACH OF THE BAA ("THE EXCLUDED CLAIMS") SHALL NOT EXCEED THREE MILLION DOLLARS.

d. EXCLUSIONS. THE REFERENCED LIMITATIONS OF LIABILITY WILL NOT APPLY TO AND NETSMART WILL FULLY INDEMNIFY CLIENT FOR:

(1) CLIENT'S ACTUAL OUT OF POCKET COSTS OF NOTICE, MITIGATION OR REMEDIATION OF ANY BREACH OF UNSECURED PHI TO THE EXTENT ARISING OUT OF ANY NEGLIGENCE BY NETSMART;

(2) FINES OR PENALTIES THAT ARE ASSESSED AGAINST CLIENT BY A STATE OR FEDERAL REGULATORY AGENCY DUE TO THE BREACH OF UNSECURED PHI TO THE EXTENT ARISING OUT OF ANY NEGLIGENCE BY NETSMART;

(3) INFRINGEMENT INDEMNIFICATION OBLIGATIONS;

(4) GROSS NEGLIGENCE;

(5) WILLFUL MISCONDUCT;

(6) BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY DURING THE PERFORMANCE OF ONSITE SERVICES; AND

(7) NON-PAYMENT OF ANY PAYMENT REQUIRED TO BE PAID TO SUBCONTRACTORS, IF ANY, OF NETSMART.

7. INDEMNIFICATION

a. Infringement Indemnification. Netsmart will defend, indemnify and hold harmless Client and its officers, directors, employees and agents from and against third party claims, liabilities, obligations, judgements, causes of action (the "**Claim**"), and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of an allegation that the use of the Software Services infringes a third party's U.S. patent, trademark, copyright or other third party intellectual property right. In the event such an infringement is found, Netsmart will at its option and expense, and as Client's sole and exclusive remedy, procure the right to continued use of the Software Services, replace or modify the Software Services with a non-infringing program, or terminate the license of the Software Services, and will refund to Client a pro rata refund of fees prepaid for Software Services not yet provided. Netsmart's indemnification obligations will not apply to the extent the Claim is based upon (i) the use of the Software Services in violation with the terms of this Agreement; (ii) the use of the Software Services in combination with other products or services not made or furnished by Netsmart, provided that the Software Services alone are not the cause of such Claim; (iii) the modification, additions or alterations of the Software Services or any portion thereof by anyone other than Netsmart, provided that the Software Services in unmodified form are not the cause of such Claim; or (iv) the use of Software Services not updated to the latest version offered by Netsmart, where such version cures the infringement.

b. Client Indemnification. Client will indemnify, defend and hold harmless Netsmart and its officer, directors, employees and agents from and against all Claims, and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Client's intentional misuse of the Software Services, or any claim by any party receiving services from Client to the extent not caused by Netsmart.

c. Netsmart Indemnification. To the maximum extent permitted by law and subject to Section 6 (Limitation of Liability), Netsmart agrees to indemnify, defend, and hold harmless Client and its officials, officers, directors, agents, attorneys and employees (each, a "Client Indemnitee") from and against any and all liabilities, damages, expenses, claims, demands, suits, fines, or judgments to the extent brought by a third party (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Client Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission caused by the negligence or misconduct of Netsmart, its officers, directors, agents, employees, and/or subcontractors, during the performance of this Agreement, including Claims arising out of or relating to: (i) bodily injury (including death) or damage to tangible personal or real property during the performance of onsite Services; and (ii) non-payment of any payment required to be paid to subcontractors, if any, of Netsmart.

d. Cyber Theft. To the maximum extent permitted by law and subject to Section 6 (Limitation of Liability), Netsmart shall indemnify, defend and hold each of the Client Indemnitees free and harmless, and pay reasonable attorneys' fees and costs, with respect to any and all Claims to the extent arising out of, related to, or incurred in connection with any destruction, or unauthorized access to, use, or theft of Client Data (collectively, "cyber theft") provided, however, that Netsmart's liability for cyber theft shall be limited to the cyber liability insurance policy limits set forth in this Agreement.

e. Indemnification Process. Upon becoming aware of any matter which is subject to the provisions of the Indemnification Section, the party seeking indemnification must (i) give prompt written notice of such Claim to the other party; (ii) provide the indemnifying party with the authority, information and assistance to defend or settle the Claim; and (iii) not materially prejudice the indemnifying party's ability to defend without counsel reasonably acceptable to Client or settle the Claim. The indemnifying party has the right to control and defend the Claim at its own expense and with its own counsel and to settle the Claim so long as such settlement does not require the indemnified party to pay any money or admit any liability without the indemnified party's prior written consent. The indemnified party will have the right, at its option, to participate in the defense of the Claim with its own counsel at its own expense.

8. **TERM AND TERMINATION**

a. Term. The Term of the Service(s) is set forth on the applicable Purchase Agreement(s) (the "Term"). At the expiration of the initial Term, the Service(s) will be automatically renewed on an annual basis on the anniversary of the Effective Date for additional one year terms ("**Option Term**"). Either party may terminate the Service(s) as of the last day of the initial Term or any Option Term, by providing ninety (90) days written notice of termination prior to the last day of the initial Term, or the last day of any Option Term.

b. Termination. Either party may terminate this Agreement or a Purchase Agreement, if the other party is in material breach by sending a written notice specifying each breach with reasonable detail, unless (i) the breaching party has cured the breach within thirty (30) days of receipt of written notice, or (ii) with respect to a breach which may not be reasonably cured within the 30-day period, the breaching party is diligently pursuing cure of, and cures the breach as soon as practicable. In the event of termination, Client shall be responsible for all fees related to products and Services rendered and in progress (in accordance with the applicable SOW) through the effective date of such termination.

c. Survival. Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in the following Sections of this Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties: Limitation of Liability, Indemnification (with respect to claims arising prior to termination), Confidentiality, and General Provisions.

9. CONFIDENTIALITY

a. Confidential Information. Except as permitted in this Agreement or otherwise required by law, neither party will, nor will they permit their employees, agents, attorneys or independent contractors ("Personnel") to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information of the other party. Each party agrees to secure and protect the other party's Confidential Information using the same standard of care, but in no event less than reasonable care, that it uses to protect its own Confidential Information. Each party agrees to require their respective Personnel who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, provided that, as permitted, it notifies the other party in writing as soon as practicable prior to such disclosure. Notwithstanding the foregoing, Netsmart shall not prohibit or restrict or engage, nor shall anything contained herein be construed to permit or allow Netsmart to engage in a practice that prohibits or restricts Client from any Protected Communications that are entitled to unqualified protection as defined and required under the ONC Final Rules (45 C.F.R. Parts 170 and 171). Client recognizes that Netsmart has a legitimate interest in the Protected Communications and that if Netsmart is not made aware of the issues that may be detailed in a Protected Communication, Netsmart is not able to resolve, correct or explain them. Netsmart encourages Client to report all such issues included in Protected Communications through Netsmart's standard support process. Netsmart reserves all rights to assert that any prohibition or restriction imposed by Netsmart on Protected Communications is permitted because it is not entitled to unqualified protection under 45 C.F.R. 170.403(a)(2)(ii).

b. HIPAA. The parties agree to comply with the Business Associate Agreement ("**BAA**") attached hereto and incorporated by reference.

10. INTELLECTUAL PROPERTY

Netsmart retains all right, title and interest, including intellectual property rights and all other rights in the Software Services, Services and Work Product. Netsmart grants to Client a non-exclusive, non-transferable license to use Work Product for Client's own internal business purposes in conjunction with the Software Services during the Term and for no other purpose.

11. FORCE MAJEURE

Except for obligations to pay for Services performed or products delivered, neither party will be responsible for delays or failures in performance resulting from an event of Force Majeure. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

12. GENERAL PROVISIONS

a. Governing Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of California, without giving effect to the conflict of law rules thereof. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California

b. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other written or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the latest dated agreement will prevail. This Agreement may not be modified except in writing and signed by authorized representatives of the parties.

c. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with a national carrier (trackable, return receipt requested). Notices to Client and Netsmart will be sent to the addresses first set forth on the first page of this Agreement. Notices to Netsmart will be mailed "Attention: Corporate Counsel" and also emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.

d. Waiver. A waiver or consent to any term, condition, right or remedy under this Agreement must be in writing to be effective. Failure of either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. No waiver or consent for any one matter will be a waiver or consent for any subsequent or different matter.

e. Allocation of Risk. Each party represents and warrants that it is a sophisticated party. The prices paid, warranties, warranty disclaimers, limitations of liability, remedy limitations and all other provisions of this Agreement were negotiated to reflect and support an informed and voluntary allocation of risks between Client and Netsmart. The parties acknowledge and agree that this Agreement constitutes a business-to-business commercial transaction between sophisticated commercial entities, each represented by legal counsel, and that no party is entering into this Agreement as a consumer.

f. Insolvency. In the event that either party will cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under a Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, which is not discharged within ninety (90) days, then (at the option of the other party) this Agreement will terminate and be of no further force and effect and any property or rights of such other party, whether tangible or intangible, will forthwith be returned to it.

g. Assignment. Client may not assign this Agreement or any of the licenses herein, without the prior written consent of Netsmart, except to an assignee who acquires all or substantially all of the assets of Client, is not a competitor of Netsmart and has financial resources at least equal to those of Client. Any permitted assignee will assume in writing, all obligations of the assignor.

h. Exclusion. Netsmart acknowledges that to the best of its knowledge neither Netsmart nor its employees providing services hereunder are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) as ineligible to participate in any federal health care program.

i. Medicare Access to Records Clause. If this Agreement is deemed subject to 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D 420.300 et seq., then in accordance with such law, Netsmart shall, until the expiration of four (4) years after the furnishing of any Medicare reimbursable services pursuant to this Agreement, upon written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Netsmart's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement.

j. Publicity. Upon prior written approval, Client authorizes Netsmart to identify Client as a client, and to use Client’s name in any of Netsmart’s advertising copy, promotional material or press releases.

k. Practice of Medicine and Accuracy of Information. Client acknowledges and agrees that the Software Services, Services and Third Party Products are information management tools, many of which contemplate and require the involvement of professional medical personnel. The duty to diagnose and treat a patient lies solely with Client and use of information provided by Netsmart, in no way replaces or substitutes for the professional judgment or skill of Client. Client is solely responsible for the accuracy, quality and legality of the content and

Data it uploads and any liabilities in connection therewith (including reasonable attorneys' fees and disbursements).

l. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement will not be affected in any way.

m. Execution. This Agreement may be executed in two or more counterparts, each of which will be deemed an original. This Agreement may be executed and delivered by facsimile or other electronic signature (whether digital or encrypted), which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

n. Headings. The headings of the paragraphs and sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

13. **INSURANCE**

a. Minimum Scope and Limits of Insurance. Netsmart shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Professional Liability/Errors and Omissions with minimum limits of $2,000,000.00 per claim and in aggregate.

2. Cyberliability with a minimum limit of $5,000,000 per claim and in the aggregate providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Client Data; (ii) data breach including theft, destruction, and/or unauthorized use of Client Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of Client Data.

b. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer authorized to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

c. Additional Insured. The commercial general, automobile (if required), and cyber liability policies shall contain an endorsement naming Client and its officials, officers, employees, agents and volunteers as additional insureds. Blanket additional insured language is also acceptable. This provision shall also apply to any excess/umbrella liability policies.

d. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Client. Any insurance or self-insurance maintained by Client, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Netsmart's insurance and shall not contribute with it.

3. Netsmart's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Netsmart and Netsmart's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Netsmart hereby waives all rights of subrogation against Client.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Client. At Client's option, Netsmart shall either reduce or eliminate the deductibles or self-insured retentions with respect to Client, or Netsmart shall procure a bond guaranteeing payment of losses and expenses.

5. Cancellations or Modifications to Coverage. Netsmart shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Client. If any insurance policy required under this Section is canceled or reduced in coverage

or limits, Netsmart shall, within two Business Days of notice from the insurer, phone, fax or notify Client via certified mail, return receipt requested, of the cancellation of or changes to the policy.

5. Client Remedy for Noncompliance. If Netsmart does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Netsmart's policies do not comply with the requirements under this Section, Client may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Client may, but has no duty to, take out the necessary insurance and pay, at Netsmart's expense, the premium thereon. Netsmart shall promptly reimburse Client for any premium paid by Client or Client may withhold amounts sufficient to pay the premiums from payments due to Netsmart.

6. Evidence of Insurance. Prior to the performance of Services under this Agreement, Netsmart shall furnish Client's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to Client's approval. Netsmart may provide complete, certified copies of all required insurance policies to Client. Netsmart shall maintain current endorsements on file with Client's Risk Manager. Netsmart shall provide proof to Client's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Netsmart shall furnish such proof at least two weeks prior to the expiration of the coverages.

7. Indemnity Requirements not Limiting. Except as otherwise expressly provided by this Agreement, procurement of insurance by Netsmart shall not be construed as a limitation of Netsmart's liability or as full performance of Netsmart's duty to indemnify Client under Section 8 of this Agreement.

8. Subcontractor Insurance Requirements. Netsmart shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

Schedule A: Application Support Services

The following is a description of the Support Services to be performed by Netsmart during the time period in which Client is purchasing Support Services.

1. Netsmart will support and maintain the most current version of the Software Services in substantial conformance with applicable Federal laws. Client acknowledges and agrees that, in the event Client has chosen to utilize a less than current version of the Software Services or has missed any mandatory upgrades, Client will bring the Software Services up to Netsmart's then-current version in order for Client to maintain compliance with applicable Federal law.

2. Priority 1 issues must be called in directly to the Netsmart Support department. For all other concerns Client can call or use Netsmart's designated online support system to log issues specifying a Problem or Defect in the Software Services.

3. If self-hosted, Client will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Client's system remotely.

4. Netsmart will also provide Client with:

   a. updates that are distributed without charge to other similar clients which reflect modifications and incremental improvements made to the Software Services by Netsmart;

   b. an opportunity to obtain enhancements to the Software Services for which fees are imposed on the same terms as such enhancements are generally made available to other clients

5. Netsmart will provide a toll-free problem-reporting and support telephone line available 8:00 a.m. to 5:00 p.m., Central time Monday through Friday, exclusive of Federal holidays.

6. Client agrees to grant Netsmart access to the Software Services on Client's system(s) for the sole purpose of performing Netsmart's obligations under this Agreement. Netsmart will ensure all connectivity to Client's system is through a single point of connectivity utility which audits Netsmart's activity on Client's system(s) when Netsmart is connected to Client's system(s). These audit logs are retained for 90 days.

7. If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to hardware used by Client, the hardware's system software, or applicable software other than Software Services, or Client 's misuse or modification of the Software Services, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Software Services.

8. If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

<table>
<tr><th>Priority</th><th>Definition</th></tr>
<tr><td>1 -
Critical</td><td><u>Priority 1:</u> will be assigned when the Software Services or a material functional component thereof is non-operational as a result of a defect, in the production environment only, such as the production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days. Notwithstanding the above, Netsmart will work continuously toward resolution.

<u>Client's Commitment:</u>
This case Priority must be called in directly to the Netsmart Support department.
Client provides specific, detailed information required for troubleshooting/investigation.
Client provides appropriate staff and resources to sustain continuous communication and work effort as required.
Without appropriate client resources, the case will be downgraded to Priority 2 after three business days.</td></tr>
<tr><td>2 -
High</td><td><u>Priority 2:</u> will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause a "System Down". A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.

<u>Client's Commitment:</u>
Client provides specific, detailed information required for troubleshooting/investigation.
Client provides appropriate staff and resources to sustain continuous communication and work effort as required.
Without appropriate client resources, the case will be downgraded to Priority 3 after six business days.</td></tr>
<tr><td>3 -
Medium</td><td><u>Priority 3:</u> will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day.

<u>Client's Commitment:</u>
Client provides specific, detailed information required for troubleshooting/investigation.
Client provides appropriate staff and resources to sustain continuous communication and work effort as required.
Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.</td></tr>
<tr><td>4 -
Low</td><td><u>Priority 4:</u> will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day.

<u>Client's Commitment:</u>
Client provides specific, detailed information required for troubleshooting/investigation.
Client provides appropriate staff and resources to sustain continuous communication and work effort as required.</td></tr>
</table>

Schedule A-1: Service Level Agreement for Software Services

1. Definitions.

a. **Major System Change** means a material change to the system, including a backend upgrade, operating system upgrade, new release upgrade, SAN upgrade, database upgrade.

b. **Service Package** means software designed to fix identified Problems or Defects in the Software Services, including documentation and release notes made available with such patch or service pack.

c. **System Stabilization Period** is the period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change.

2. Coverage.

This Section sets forth the System Availability commitments for Software Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly recurring Software Services fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

For the absence of doubt, Software Services include 24x7x365 Support Services for Priority 1 issues.

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

3. System Availability Calculation

a. Netsmart will calculate System Availability as set forth below for each month during the Term.

b. System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

System Availability = [(Base Time - Unscheduled Downtime) / (Base Time)] x 100

Base Time equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

Unscheduled Downtime equals the time (in minutes) during which the production system is not operational (excluding "Scheduled Downtime") from the Netsmart-provided hosting facility internet connection based on the measuring methodology documented below.

Scheduled Downtime equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc.

c. Client is permitted to audit Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of Unscheduled Downtime. This audit must take place within 30 days of the month end.

d. Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the recurring SaaS/Hosting fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.

e. Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.

f. If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.

g. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

4. <u>Exceptions</u>

Client shall not receive any credits under this Schedule in connection with any failure or deficiency of System Availability caused or associated with:

a. an event of Force Majeure;

b. Failure of access circuits to the Netsmart network, unless such failure is caused solely by Netsmart;

c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;

d. Issues with FTP, POP, or SMTP Client access;

e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc.), any negligence, willful misconduct, or misuse of the Software Services;

f. E-mail or webmail delivery and transmission;

g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers; and

h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

5. Scheduled Maintenance.

Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire cloud computing environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM - 5:30AM EST.

6. Credit Request and Payment Procedures.

In order to receive a credit, Client must submit a request for credit to Netsmart Accounting at AR@ntst.com, within thirty (30) days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing fees.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this Schedule cannot exceed the total SaaS fees paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this Schedule if Client applied for and received a credit. Nothing in this Schedule precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") effective on the Effective Date (as defined in the Master Agreement by and between Netsmart and Covered Entity, referred to herein as the "Services Agreement") is entered into by and between Netsmart Technologies, Inc. with principal offices at 11100 Nall Avenue Overland Park, KS 66211 ("Netsmart") and Tri-City Mental Health Center with principal offices at ("Covered Entity").

RECITALS

A. The purpose of this BAA is to comply with the Health Insurance Portability and Accountability Act of 1996and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and all of the regulations promulgated under either of them, all as amended from time to time (collectively, "HIPAA"), the Confidentiality of Substance Use Disorder of Patient Records (42 USC §290dd-2 and 42 CFR Part 2; referred to herein as "Part 2"), the 21st Century Cures Act: Interoperability, Information Blocking, and the ONC Health IT Certification Program (the "ONC Interoperability Rules") (45 CFR Part 170 and 171).

B. To the extent Covered Entity operates a federally-assisted program that must comply with Part 2, Netsmart is also a Qualified Service Organization ("QSO") under Part 2 and agrees to certain mandatory provisions as set forth herein regarding the use and disclosure of certain records that Netsmart creates, receives, maintains, transmits or has access to on behalf of Covered Entity.

C. This BAA, together with the Services Agreement, sets forth the terms and conditions pursuant to which Protected Health Information ("PHI") and Records (as defined in Part 2, and as applicable) that are provided by Covered Entity or created, used, disclosed, received, maintained or transmitted by Netsmart to, from, or on behalf of Covered Entity will be handled.

D. Capitalized terms used in this BAA, but not otherwise defined herein, shall have the same meaning as set forth under HIPAA or Part 2, as applicable.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made part of this BAA as if set forth below, and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

Services. Netsmart provides services for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, Netsmart may make any and all uses of PHI necessary to perform its obligations under the Services Agreement. Additionally, Netsmart may use or disclose PHI for the purposes authorized by this BAA and for the proper management and administration of Netsmart or to carry out its legal responsibilities. Further and subject to the restrictions of Section 2.p, Netsmart may use PHI as Required by Law; provided, however, that if such disclosures are not Required by Law, then Netsmart will obtain written reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the PHI and the person will notify Netsmart of any instances of which it is aware in which the confidentiality of the information has been breached

1. **Responsibilities and Obligations of Netsmart**. With regard to its use and/or disclosure of PHI, Netsmart hereby agrees to do the following:

   a. Permitted Uses and Disclosure of PHI. Use and/or disclose the PHI only as permitted or required by this BAA, the Services Agreement, or as otherwise Required by Law.

   b. Appropriate Safeguards. Netsmart will establish and maintain appropriate administrative, physical, and technical safeguards and will comply with the 45 C.F.R. Parts 160 and 164, Subpart C (the "Security Rule") with respect to Electronic PHI, to prevent use or disclosure of such Electronic PHI, other than as provided for by the Services Agreement and this BAA.

c. Documentation of Disclosures to Covered Entity. Netsmart agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F. R. §164.528.

d. Provide Accounting of Disclosures. Upon written request, Netsmart agrees to provide to Covered Entity such information as is required by Covered Entity to permit Covered Entity to timely respond to a request by the subject Individual for accounting purposes of the disclosures of the Individual's PHI in accordance with 45 C.F. R. §164.528. The evaluation of and requests hereunder for accounting review of PHI maintained by Netsmart will be the responsibility of Covered Entity.

e. Amendment of PHI. To the extent Netsmart maintains PHI in a Designated Record Set, at the request of Covered Entity, within ten (10) days of receipt of a request, Netsmart agrees to make any amendment(s) to PHI in order for Covered Entity and Netsmart to meet their respective requirements under 45 C.F.R. § 164.526. In the event any Individual delivers directly to Netsmart a request for amendment to PHI, Netsmart shall forward such request in a timely manner to Covered Entity. Covered Entity will be solely responsible to respond to any Individual's request. If Covered Entity provides an amendment to an Individual's PHI pursuant to 45 C.F. R. §164.526, Netsmart shall incorporate such amendment.

f. Access to PHI. Covered Entity is primarily responsible for responding to Individuals' requests for access to a copy of their PHI. Covered Entity is solely responsible for all determinations regarding the grant or denial of an Individual's request for their PHI and for the content of an Individual's Designated Record Set. Any requests that Netsmart receives for Individual access under 45 C.F.R. §164.524 shall be timely referred directly to Covered Entity. Netsmart shall provide timely access to PHI in a Designated Record Set to meet Covered Entity's obligations under 45 C.F.R. §164.524, California law (Health & Safety Code Section 123110) and the requirements of the Interoperability and Information Blocking provision under 45 C.F.R. Part 171.

g. Restrictions; Limitations in Notice of Privacy Practices. Netsmart shall comply with any reasonable limitation in Covered Entity's Notice of Privacy Practices to the extent that such limitation affects Netsmart's use or disclosure of PHI under an Agreement. Netsmart shall comply with any reasonable restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction affects Netsmart's use or disclosure of PHI. Covered Entity shall promptly notify Netsmart of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Netsmart's use, access, or disclosure of PHI, and any requested restrictions in accordance with §164.522, to the extent that such restriction may affect Netsmart's use or disclosure of PHI.

h. Minimum Necessary. Netsmart shall to the extent practicable, limit its requests, uses, or disclosures of PHI or electronic PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 USC § 17935(b) and 45 CFR § 164.502(b)(1) or any other guidance issued thereunder. To the extent Netsmart carries out any of Covered Entity's obligations under HIPAA, Netsmart shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligations.

i. Subcontractor and Agents. Netsmart will ensure that any Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains, or transmits PHI on behalf of Netsmart agrees in writing to the same restrictions and conditions that apply through this BAA to Netsmart with respect to such PHI, and implement the safeguards required by HIPAA with respect to any Electronic PHI. If Netsmart knows of a pattern of activity or practice of a Subcontractor that constitutes a violation of the agent's obligations to Netsmart, Netsmart shall take reasonable steps to end the violation, and if such steps are unsuccessful, Netsmart will terminate the arrangement if feasible.

j. Reports of Improper Use or Disclosure, Security Incidents or Breach. Provide a written incident report to the designated privacy officer of Covered Entity for any use and/or disclosure of the PHI that is not permitted or required by this BAA, Breach of Unsecured PHI or a Security Incident of which Netsmart becomes aware within fifteen (15) days of Netsmart's discovery of such unauthorized use and/or disclosure. For purposes of this BAA "Security Incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Netsmart so long as no such incident results in unauthorized access, use or disclosure of PHI.

k. Mitigation. Mitigate to the extent practicable, any harmful effect that is known to it of a use and/or disclosure of PHI in violation of the requirements of this BAA. Netsmart will cooperate fully with Covered Entity in its investigation of any unauthorized use or disclosure in violation of the requirements of this BAA or Breaches of Unsecured PHI by providing any information, and additional information as it becomes available related to such incidents, and take commercially reasonable steps that may be necessary to prevent future incidents. In the event of a Security Incident, Netsmart will take any and all commercially reasonable remedial actions necessary to restore the security and integrity of Netsmart's information systems and infrastructure. Netsmart will promptly reimburse Covered Entity for any fines or settlement amounts owed to a state or federal government agency; the out of pocket cost of any notifications to individuals or government agencies; required credit monitoring for affected individuals for a period of twelve (12) months; or other required and necessary steps taken by Covered Entity to mitigate the harmful effects of any Breach of Unsecured PHI.

l. Access to Books and Records. Make available all of its internal practices, records, books, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by Netsmart on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA.

m. Compliance. To the extent that Netsmart is to carry out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation. Netsmart shall comply with all other applicable federal and state statutes, regulations, orders and other requirements of a government authority, as amended from time-to-time, concerning the privacy, security, confidentiality, availability, integrity, use, and disclosure of PHI.

n. Data Aggregation. Netsmart may use or disclose PHI to provide data aggregation services relating to the Health Care Operations of Covered Entity if required under the Services Agreement, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law.

o. De-identification of Data. In the course of the data aggregation services, Netsmart may de-identify PHI received under the Services Agreement in accordance with 45 C.F.R. § 164.514(b). Notwithstanding, Business Associate shall not sell or commercialize any data de-identified from PHI, including for marketing or research. With respect to PHI originating from PHI subject to Part 2, Business Associate further agrees that it shall not use, disclose, sell, or share any data de-identified from such records except solely in the course of providing data aggregation services to Covered Entity. Business Associate also acknowledges the restrictions mandated by Cal. AB 45 (2025) and agrees not to sell or share with third parties any personal information obtained in violation of this section.

p. Compliance with Part 2. For any PHI subject to Part 2, Netsmart acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in Part 2) from Covered Entity, it is bound by Part 2. Netsmart agrees to resist in judicial proceedings any efforts to obtain access to Records except as permitted by Part 2. To the extent any provisions of Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, the Services Agreement, HIPAA, or other applicable laws, Part 2 controls. To the extent Business Associate qualifies as a QSO with regard to the Services provided to Covered Entity, Business Associate acknowledges that certain PHI may not be disclosed or re-disclosed under Part 2 without the patient's written consent, even though such disclosure or re-disclosure might be permitted by HIPAA or other laws.

q. Compliance with California Law. Business Associate shall comply with all applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq*, and Section 56.101 specifically), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29), to the extent that such state laws are not preempted by HIPAA.

r. Data Ownership. Netsmart acknowledges that Netsmart has no ownership rights with respect to PHI subject to this BAA and the Services Agreement. Moreover, Netsmart shall not use any PHI gained through or under this BAA for any market or trend analysis, data compilation (unless required for the Services), machine learning, augmented human intelligence development, algorithm improvement, or similar data aggregation or de-identification activities, unless permitted under this BAA, without the express written consent of Covered Entity. Such uses shall not be deemed related to the performance of this BAA or the Services Agreement and are expressly prohibited.

2. **Responsibilities of Covered Entity**.

a. Provisions of Notice of Privacy Practices. Covered Entity will promptly inform Netsmart of any changes or limitations in the form of notice of privacy practices that Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520 to the extent any such limitation may affect Netsmart's use or disclosure of PHI;

b. Notice of Changes to Individuals PHI. Covered Entity will promptly inform Netsmart of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by Individuals whose PHI may be used and/or disclosed by Netsmart under this BAA pursuant to 45 C.F.R. §164.506 or §164.508 to the extent such changes may affect Netsmart's use or disclosure of PHI. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Netsmart with PHI; and

c. Notification to Restrictions of PHI. Covered Entity will promptly notify Netsmart in writing and in a timely manner of any restrictions on the use and/or disclosure of PHI agreed to by Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Netsmart's use or disclosure of PHI. If Netsmart reasonably believes that any such restriction agreed to by Covered Entity may materially impair Netsmart's ability to perform its obligations under the Services Agreement or this BAA, the parties will mutually agree upon any necessary modification of Netsmart's obligations under such agreements.

d. Request to Use or Disclose PHI. Covered Entity shall not request Netsmart to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity, except as permitted under this BAA.

3. **Term and Termination**.

a. This BAA will become effective on the Effective Date and will continue in effect until the expiration or termination of the Services Agreement, unless terminated as provided herein or by written mutual agreement of the parties. Notwithstanding the foregoing, this BAA, and the respective rights and obligations hereunder, will remain in effect as long as Netsmart is in possession of any PHI that belongs to Covered Entity.

b. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days. If the breach has not been cured within such cure period, the non-breaching party may terminate this BAA. Furthermore, in the event that Covered Entity, in its sole discretion, determines that the breach cannot be cured by Netsmart, Netsmart acknowledges and agrees that Covered Entity has the right to immediately terminate this BAA and the Services Agreement without penalty.

c. Upon termination of this BAA, Netsmart will return or destroy any and all PHI received from Covered Entity and any and all PHI created, received, maintained or transmitted by Netsmart on behalf of Covered Entity. If Netsmart elects to return such PHI, Netsmart will return such PHI within sixty (60) days of termination of this BAA. In the event that Netsmart determines that returning or destroying the PHI is infeasible, Netsmart shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Netsmart shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Netsmart maintains such PHI.

4. **Miscellaneous Provisions**.

a. Incorporation; Conflict. The terms of this BAA are fully incorporated in and subject to the terms of the Services Agreement. The terms and provisions of this BAA shall supersede any other conflicting or inconsistent terms and provisions in the Services Agreement in respect to the subject matter herein, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

b. Indemnification. Netsmart shall defend, indemnify, and hold harmless Covered Entity from any and all claims, liabilities, damages, expenses, penalties, costs (including reasonable attorneys' fees and court costs), and other losses to the extent arising out of a claim brought by a third party due to any violation by Netsmart of its obligations under this BAA, or any Breach of Unsecured PHI, including, without limitation, any fines or settlement amounts owed to a state or federal government agency; the out of pocket cost of any notifications to individuals or government agencies; required credit monitoring for affected individuals for a period of twelve (12) months; or other required and necessary steps taken by Covered Entity to mitigate the harmful effects of any Breach of Unsecured PHI. This Section shall survive the expiration or earlier termination of this BAA.

c. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

d. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with a national carrier (trackable, return receipt requested). Notices to Client and Netsmart will be sent to the addresses first set forth on the first page of this Agreement. Notices to Netsmart will be mailed "Attention: Corporate Counsel" and also emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.

e. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the mandatory requirements of the HIPAA, Part 2, and other applicable laws. This BAA may not be modified or amended, except in writing as agreed to by each Party. Any inconsistency in this BAA and the mandatory provisions of applicable laws shall be resolved to permit the parties to comply with such rules.

f. Binding Effect. This BAA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

g. Severability. Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

PURCHASE AGREEMENT

This Purchase Agreement (**"Purchase Agreement"**) is effective as of the date last signed by the parties (the **"Effective Date")**

By and Between	And
Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("**Netsmart**")	**Tri-City Mental Health Center** 1717 N Indian Hill Blvd. #B Claremont, CA 91711 ("**Client**") State tax exempt:
Attention: Joseph McGovern, EVP (631) 968-2012 jmcgovern@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	Attention: Legal notices to be sent to (if different):

This Purchase Agreement sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated the same (the "Agreement"). This Purchase Agreement is not a standalone document and requires the Agreement executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date(s) written below.

Netsmart Technologies Inc.	**Client**
BY:	**BY:**
____________________ (SIGNATURE)	____________________ (SIGNATURE)
____________________ (PRINTED NAME)	____________________ (PRINTED NAME)
____________________ **TITLE**	____________________ **TITLE**
____________________ **DATE**	____________________ **DATE**

Schedule 1 - Scope of Use, Fees and Payment Terms

1. Definitions. The following definitions shall apply to this Purchase Agreement:

   a. **"Concurrent User"** means the peak number of simultaneous users accessing the Licensed Software on monthly basis.

      For purposes of scope of use measurements, prior to charging Client for increased scope of use, Netsmart will review the concurrent usage measures to ensure that non user activities that might increase the total concurrent usage counts are removed, subject to the restrictions of Netsmart's third party partners.

   b. **"Named User"** means a user of the Licensed Software that has a unique log-on and password.

   c. "**Non-Prescribing User**" means any person who is granted limited access to the OrderConnect solution for the purpose of editing information that is not required to be entered or modified by a Prescriber or a person who is authorized under applicable law and regulations to transmit or relay prescription authorization information between a Prescriber and a pharmacy. A Non-Prescribing User typically generates reports without modification of the information in the reports and can update basic demographic information or a nurse who is authorized by a physician to communicate with a pharmacy or laboratory on behalf of a Prescriber.

   d. "**Prescriber**" means any person who possesses a DEA number and who is authorized by law to write prescriptions.

2. Purchase. Client agrees to purchase the following products and services and pay the fees according to the terms set forth in this Purchase Agreement:

ONE-TIME CHARGES			
Product	**Qty**	**Unit**	**Fees**
myAvatar EHR Implementation & Cloud Setup Including Data Conversion, LADMH/IBHIS, Financial Workbook Assistance, Document Capture – Perceptive, Claims Testing & 6 Month Post Go-Live RCM, and Medical Note (Psychiatry)	1	Fixed Fee	$276,643.00
ePrescribing[01] Implementation	1	Fixed Fee	$12,175.00
RevConnect Integrated Clearinghouse[01]	1	Each	$2.500.00
Bells Implementation (Optional Solution – Netsmart will agree to lock discounted pricing for Tri-City for the first 12 Months).	1	Fixed Fee	$12,960.00
		Sub-Total	$304,278.00

RECURRING CHARGES					
Product	**Term (Months)**	**Qty**	**Unit**	**Year 1 Fees**	**Year 2+ Fees**
myAvatar EHR[37] Including California Practice Management, Diagnosis Content on Demand, AMA CPT Code, Scriptlink, Web Services, Enterprise Data Warehouse, Document Capture[01] – Perceptive, Medical Note (6 Psychiatry)	60	83	Concurrent User(S)	$181,090.91	$359,230.39
Interoperability Suite Including LANES HIE Connection, 2 eLab Connections, Integrated internal & external referrals/CCD messaging	60	250	Named User(S)	$15,756.15	$33,947.68
KPI Dashboard[10]	60	1	Each	$8,731.27	$18,812.11

RECURRING CHARGES					
Product	**Term (Months)**	**Qty**	**Unit**	**Year 1 Fees**	**Year 2+ Fees**
Client Engagement Portal	60	83	Concurrent User(S)	$7,579.68	$16,330.92
Netsmart Telehealth[07]	60	500	Tiered Based On Hour(S)	$5,392.49	$11,618.48
ePrescribing with EPCS & California PDMP 6 Prescribers / 12 Non-Prescribers	60	1	Fixed Fee	$5,592.98	$12,050.52
RevConnect Integrated Clearinghouse[01,15,42] 2 NPIs	60	1	Each	$3,128.40	$6,740.35
Bells Documentation Assistant and Quality Coach (QC)[39] (Optional Solution – Netsmart will agree to lock discounted pricing for Tri-City for the first 12 Months).	60	1	Tiered Based on Enterprise Concurrent Users	$34,581.19	$69,162.39
Bells Virtual Scribe[39] (Optional Solution – Netsmart will agree to lock discounted pricing for Tri-City for the first 12 Months).	60	1000	Tiered Based On Hour(S)	$18,864.00	$37,728.00
			Sub-Total	**$280,717.07**	**$565,620.84**

(01) **Those products notated with a (1) are subject to third party pass through terms available at:** https://www.ntst.com/lp/pass-through-terms.

(15) Should there be additional billable NPI's added, the monthly fees will increase by $260/Month/NPI.

(37) The American Medical Association (AMA) licenses access to the CPT codes on a calendar year basis. In the event client terminates this subscription mid-year, client shall be responsible for paying the entire annual fee for each year.

(42) Additional transactional charges for the products and/or services shall include: Electronic to Paper Claims ($0.58 per page), Workers Comp Attachments ($0.20 per attachment), and Electronic Claims Attachments ($0.56 per attachment).

(07) **Scope of Use Audit:** Client acknowledges that Netsmart has access to view Client's actual Scope of Use and will periodically verify Client's actual Scope of Use of the Licensed Software or Software Services. Should this verification identify usage in excess of the Scope of Use contracted for, Client agrees to true-up the Scope of Use to the current usage levels at the tier cost per hour utilizing the matrix below. Client may reset their current licensed Scope of Use tier on an annual basis, by way of written amendment, following the initial 12 months of the then-current term of the Agreement.

Current Licensed Scope of Use (hrs/month)Overage cost/hrs/month

- Up to 500 hrs $2.38
- Up to 1000 hrs $2.25
- Up to 1500 hrs $2.16
- Up to 2500 hrs $2.11
- Up to 4000 hrs $2.09
- Up to 6000 hrs $2.08

(39) **Scope of Use Audit**: Client acknowledges that Netsmart has access to view Client's actual Scope of Use and will verify Client's actual Scope of Use of the Licensed Software or Software Services on a monthly basis. Should this verification identify usage in excess of the Scope of Use contracted for, Client agrees to true-up the Scope of Use in increments of 500 hours at the rate of $2,100/month, billed in arrears.

TRAVEL AND LIVING AND TRAVEL TIME EXPENSES
Travel time will be billed at a rate of $150 per hour. Billed monthly as incurred at the most economical rates. Travel and Living Expenses are as follows: Meals: Charged at Netsmart's then current daily per diem rate. The current rate is $70.00 per day Airline: Coach Class on Major Airline including any additional fees applied by the airline Personal Vehicle: Personal vehicle usage will be reimbursed at the currently defined rate by the IRS Rental Car: Mid-Size vehicle at local rates Ancillaries: Gas, Tolls, Parking Hotel: At local rates

3. Payment Terms: All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms. All recurring fees are subject to the annual increase set forth in the Agreement.

   a. One-Time Fees

      25% due upon Execution
      25% due upon Final Review and Validation
      25% due upon Integration Testing
      25% due upon Go-Live

   b. Subscriptions

      Year 1 payment will be paid in twelve (12) equal monthly payments beginning with Execution. Subsequent years will be due in twelve (12) equal monthly payments, beginning on the contract anniversary date.

Netsmart

Client #: 1006250

Tri-City Mental Health Center

and

Netsmart

Implementation Scope of Work

Netsmart

www.ntst.com
11100 Nall Avenue
Overland Park, KS 66211
800.842.1973

TABLE OF CONTENTS

IMPLEMENTATION SCOPE OF WORK ("SOW")

Purpose

Tri-City Mental Health Center ("Tri-City") has selected Netsmart Technologies, Inc ("Provider" or "Netsmart") to implement Netsmart's myAvatar NX.

The purpose of this Statement of Work is to outline the requirements and deliverables for the implementation to enable Tri-City to utilize the full features and functionality of the subscription services outlined in the Subscription & Service Order entered into by Tri-City as of [DATE] (the "Purchase Order"). The scope is based on the latest (i) generally available software release, (ii) project timeline, and use of Plexus Foundation Implementation Methodology. The scope of services is detailed below.

The Implementation Scope of Work document is split into the following major sections:

2.1 Implementation Overview, Milestones and Key Objectives

2.2 Implementation Scope of Work by Solution

Implementation Overview

Implementation Overview, Milestones and Key Objectives

EVENT	Location
Project Initiation	Remote
Project Launch	Onsite
Solution Review	Remote
Final Review & Validation	Onsite
Go-Live Preparation	Remote
Maintenance Training	Remote
Integration Testing	Remote
Go-Live	Onsite
Post Go-Live Support	Remote

Sections 2.1.1 through 2.1.4 identify the milestones and key objectives agreed to by Tri-City and Netsmart for the professional services during the Implementation. The milestones are listed by Plexus Phase and Event as defined in this Implementation Scope of Work. The table is a key defining part of the Agreement between Tri-City and Netsmart. This has been scoped as a Fixed-Fee, Fixed-Scope Scope of Work.

Plexus Events are divided into four (4) phases. Quality Control Phase Gate Review milestones align with the end of each event and serve as stop gates. At each of these points, the project cannot advance to the next phase/event until the required activities and acceptance criteria are met and a detailed, agreed-upon action plan is established. This requires mutual agreement between Tri-City and Netsmart that the phase/event was completed before moving on to the next phase/event.

Initiation Phase

Project Initiation Event

Netsmart's Implementation services begin with a formal transition from the Netsmart Sales Team to the Netsmart Implementation Project Management Team. This transition process ensures that the project scoped during the sales process is reviewed, including all contract components and operational flows gathered during the sales cycle.

The Project Initiation Event is the formal start of the implementation. The Tri-City project team will be introduced, and the team's responsibilities will be discussed. The Plexus implementation methodology is introduced, and the various events within the methodology are presented, outlining the objectives of each event and the roles and responsibilities of each team member.

Plexus Phase	Plexus Event	Key Objectives and Deliverables
Phase 1: Initiation	**Project Initiation**	**Objectives** • Conduct technical assessment call • Review event-based Netsmart Plexus Foundation Methodology • Review project management principles • Draft project plan and determine project event dates • Introduction of data collection tools **Deliverables** • Completion and Approval of the Project Initiation Event Summary and sign off **Milestone #1:** Completion of the Project Initiation Event

Project Launch Event

The Project Launch consists of four discrete activities:

a. Project Launch presentation
b. Scope Review
c. Workflow Assessment
d. Data Collection

These activities will be focused on the initial building of the new Tri-City myAvatar NX system in a designated non-LIVE environment. The Project Launch presentation gives the Tri-City executives, project sponsors, and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The Scope Review activity includes breakout sessions led by Netsmart Consultants to review details of the contract scope. This allows the Netsmart and Tri-City project teams to be on the same page regarding what will be built and delivered.

The Data Collection workbooks will be specific to the licensed product(s) and collect the key elements needed to build out the system. The purpose of the workflow assessment is for the Netsmart Consultant to gain a reasonable understanding of Tri-City's unique workflow and processes and to create alignment with Netsmart's recommended practices.

Plexus Phase	Plexus Event	Key Objectives and Deliverables
Phase 1: Initiation	**Project Launch**	**Objectives** • Conduct an official Project Launch Event • Review Assigned Data Collection Items • Conduct Workflow Assessment • Identify improvement opportunities • Conduct scope review • Identify project risks & scope concerns • Present data collection materials • Plan for the next event **Deliverables** • Conduct Project Launch Event • Demonstration of the myAvatar NX solution • Completion and Approval of the Project Launch Event Summary **Milestone #2:** Completion of the Project Launch Event

Configuration Phase

Solution Review Event

The discussions and activities during this initial configuration event are a continuation of the data collection efforts of Tri-City and Netsmart leading up to Solution Review. Netsmart Consultant(s) will provide a demonstration of the proposed workflow(s) developed during the workflow assessment, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions that have led to the development of a complete and functional system. The Solution Review event requires the attendance of departmental representatives authorized to make design decisions on behalf of the client organization. These representatives should include Subject Matter Experts (SMEs) who have a solid understanding of Tri-City facility workflows in their area of expertise and will be expected to coordinate with others within their respective department(s) to gain access to answers, as necessary.

Tri-City leaves the Solution Review event with assignments to be performed over the next several weeks. The assignments will be documented, along with their expected due dates, and can be reviewed as part of the Event Summary deliverable. The Netsmart project team will work with Tri-City to establish these deadlines and schedule recurring calls to provide guidance and help ensure Tri-City is on track and Netsmart is receiving data collection sign-off.

Plexus Phase	Plexus Event	Key Objectives and Deliverables

Phase 2: Configuration	**Solution Review**	**Objectives** • Refine proposed system workflow • Refine data collection items • Tri-City to produce data conversion test extract • Identify policies & procedures requiring change **Deliverables** • Verify delivery of Tri-City Data Conversion Extract • Demonstration of Netsmart build utilizing the Tri-City's non-LIVE environment • Completion and approval of the Solution Review Event Summary **Milestone #3:** Completion of the Solution Review Event

Final Review & Validation Event

This event includes:

a. Final build acceptance of the myAvatar NX solutions
b. Train-the-Trainer event

The goal of the Final Review & Validation event is to obtain system acceptance by Tri-City's authorized decision maker(s). Additionally, as part of the Final Review & Validation event, Train-the-Trainer is necessary for the upcoming Integration Testing and End User Training activities. This Train-the-Trainer session is designed to prepare the Super Users to support Tri-City-related testing and end-user training. One (1) Train-the-Trainer event will be held and broken up into applicable sessions over two (2) days. Each session will be limited to fifteen (15) attendees. Tri-City will provide a proctor for each session/training location that can speak to design decisions made throughout the implementation. Netsmart will provide training agendas and standard user guides for each session. Tri-City will be expected to provide necessary customizations to the training agendas and standard user guides. Train-the-Trainer will cover the following topics:

- Enrolling clients
- Assigning insurance
- Scheduling appointments
- Completing assessment(s)
- Assigning diagnosis/problem list(s)
- Completing treatment planning
- Writing Progress Notes
- Billing services
- Posting remittance/adjudication
- Closing an accounting period
- Generating general ledger files

Customized Training Materials

Netsmart will provide our standard, out of the box user guides. Any desired modifications to the standard training materials are the responsibility of Tri-City. Customized training materials may be purchased for an additional cost.

The Testing Plan discussion will include a sample template that the Tri-City can utilize to customize based on their new workflows. Instruction on testing principles, policies, and procedures. During this session, there will also be a discussion regarding the development of a Tri-City testing strategy/plan for which the Tri-City will be given a sample on which to build their own.

The same Tri-City team members who attended the Solution Review should also attend the Final Review & Validation event. Additionally, the event should include any individuals who will be expected to conduct End User Training. It is recommended that trainers also participate in testing. It affords them an opportunity for additional practice and to become more familiar with the system.

Plexus Phase	Plexus Event	Key Objectives and Deliverables
Phase 2: Configuration	**Final Review & Validation**	**Objectives** • Provide an end-to-end solution demo • Approval of design decisions • Approval of the solution workflow • Obtain final acceptance of solution configuration • Review Tri-City status of Test Scenario & Script development **Deliverables** • Conduct Train-the-Trainer event • Conduct solution demonstration(s) • Introduction to the Integration and User Acceptance Test Plan • Review Tri-City status of Test Scenario & Script development • Completion and Approval of the Final Review & Validation Event Summary **Milestone #4:** Completion of the Final Review & Validation Event

Validation Phase

Go-Live Preparation Event

The Go-Live Preparation event is the official milestone where the Tri-City trainers are expected to provide a live demonstration of the system back to the Netsmart project team to measure competency. Solution and project management discussions are delivered during this week and focus, in preparation for Go-Live on assessing Tri-City's knowledge of the system. During the event, Tri-City will confirm their understanding of the system and that they are prepared to effectively train the end user population. The Netsmart Project Manager and Consultant(s) will facilitate this event.

Those attending the event should be the same as those who participated in the Final Review and Validation event. Department heads and/or key departmental representatives should attend the solution activities along with the Tri-City representative responsible for testing coordination.

Plexus Phase	Plexus Event	Key Objectives and Deliverables
Phase 3: Validation	**Go-Live Preparation Event**	**Objectives** • Tri-City demo system using the Tri-City demo script exhibiting a clear understanding of the solution functionality and departmental processes • Tri-City to complete training materials • System Testing, while not complete, should be well underway. • Review Go-Live Readiness Assessment • Confirm System Integration Testing preparation is in process, on track, and scheduled for completion before Integration Testing • Confirm End User Acceptance Testing preparation is in process, on track, and scheduled for completion

		• Tri-City to finalize System Integration and User Acceptance Testing Plan • Initiate Go-Live Planning **Deliverables** • Introduction to the Go-Live Readiness Assessment • Completion and Approval of the Go-Live Preparation Event Summary **Milestone #5**: Completion of the Go-Live Preparation Event

Maintenance Training Event

The Maintenance Training event consists of two discrete activities.

1. Configuration Training
   a. Modeling Training
   b. Reports Training
2. System Maintenance Training
   a. Clinical Training
   b. Practice Management/Finance Training

During Configuration Training, Tri-City will receive training on how to utilize the myAvatar NX data collection instruments as well as reporting against the myAvatar NX database. After training, Tri-City is equipped to begin build activities.

During the Maintenance Training Event, Tri-City will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, not design and build activities. After Maintenance Training, Tri-City is equipped to make changes, modifications, and updates to its implemented system.

Tri-City representatives who maintain and support the production system should attend this event.

Plexus Phase	Plexus Event	Key Objectives
Phase 3: Validation	**Maintenance Training Event**	**Objectives** • Prepare Tri-City representatives to make common configuration updates • Train Tri-City to locate support documentation, logging support cases, and to use appropriate tools to manage system maintenance • Train Tri-City on migrating configuration changes and other items from one environment to another • Educate Tri-City on troubleshooting tools and techniques as outlined by the product scope • Tri-City to confirm System Integration Testing readiness **Deliverables** • Completion of the Maintenance Training Event • Completion and Approval of the Maintenance Training Event Summary **Milestone #6:** Completion of the Maintenance Training Event

Integration Testing Event

One round of Integration Testing will be conducted according to Tri-City's Integration Testing Plan. Integration Testing will be led by the Tri-City project management team with assistance from the Netsmart project team.

Integration Testing will allow the system testers to follow a complete end user experience, "a day in the life" of an end user. This event also allows Tri-City to validate the system and planned workflows prior to Go-Live.

Plexus Phase	Plexus Event	Milestones and Key Objectives
Phase 3: Validation	**Integration Testing Event**	**Objectives** • Netsmart to support System Integration Testing according to plan • Tri-City to complete End User Acceptance Testing according to plan • Review the Go-Live readiness assessment • Ensure all critical path issues have an action plan • Completion of the Cutover & Go-Live Plan **Deliverables:** • Completion and Approval of the System Integration Testing Event Summary • Completion of Test Data Conversion • Completion of the Go-Live Readiness Assessment • Creation of the LIVE Environment **Milestone #7:** Completion of the System Integration Testing Event

Adoption Phase

Go-Live Event

The Tri-City myAvatar NX Go-Live Event will include a single Go-Live date for all facilities. That will be the first widespread use of the solution in Tri-City's Production (LIVE) environment. This event marks the end of legacy system use and the formal transition of all Tri-City users to the new myAvatar NX solution. This event will be supported by both Netsmart and Tri-City project teams and will include pre-Go-Live planning and coordination efforts to validate that all operational readiness tasks are complete, and that the myAvatar NX solution is approved to replace the legacy system.

Netsmart will support a single Go-Live event with two (2) onsite resources - one (1) Clinical Consultant and one (1) Financial Consultant, at one (1) facility/location for three (3) consecutive business days (M-F) during standard business hours (8a-5p) on the start of the first non-Holiday weekday. After-hours, weekend, holiday, and/or additional support outside of the above will require additional funding.

Plexus Phase	Plexus Event	Milestones and Key Objectives

Phase 4: Adoption	**Go-Live Event**	**Objectives** • Convert data into LIVE and validate • Begin functional use of Netsmart solutions • Transition support from Netsmart project team to Tri-City • Execution of the Cutover and Go-Live Plan **Deliverables** • Completion of Go-Live Support **Milestone #8:** Completion of the Go-Live Event

Post Go-Live Review

Consulting will provide Post Go-Live support for up to sixty (60) days post Go-Live. After completion of this milestone, Tri-City will transition to the Netsmart Solution Success team wherein the engagement with Consulting will be concluded. Engagement with the Solution Success team will occur for up to six (6) weeks before transitioning to support.

Plexus Phase	Plexus Event	Milestones and Key Objectives
Phase 4: Adoption	**Post Go-Live Review**	**Objectives** • Gather and document feedback within the Project Summary document • Introduction of Netsmart Solution Success team **Deliverables** • Completion of Post Go-Live Support • Transition to the Netsmart Solution Success team **Milestone #9:** Completion of the Post Go-Live Review Event

Project Implementation Period Duration

a. Dates and timelines provided within this document are estimates and subject to adjustment based upon the Effective Date of the Agreement and both parties' overall cooperation of such implementation. Netsmart requires a minimum of 60 days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing, and technology activities. The estimated duration from the Project Initiation to the initial Go-Live Event is twelve (12) months. The detailed project plan will define the scope and estimated timing of Netsmart's work. After the project plan has been finalized, any prolonged delays or scope modifications not attributable to Netsmart may necessitate adjustments to the schedule and services provided.

b. Netsmart will maintain a detailed project schedule for all work performed during the Agreement (Implementation Period).

c. All modifications or adjustments to the scope, schedule, or budget of the Tri-City myAvatar NX project shall be managed in accordance with the change order process detailed in the project plan.

Implementation Assumptions

This Scope of Work is based on the following assumptions:

a. Netsmart will devote sufficient resources and timely communication to the project as agreed to in the project schedule.
b. Netsmart assumes Tri-City will provide the necessary hardware, operating systems, security/malware software, network infrastructure, and bandwidth within the facilities to support the application. New Tri-City hardware, if required to support the use of the Netsmart solution, will be delivered by the date required in the project schedule. The schedule will allow for enough time for any hardware and/or software procurement (e.g., 60 days minimum and longer depending on the nature of the procurement and potential for supply chain delays.)
c. Netsmart will include all SaaS environment services, and any solution-specific hardware required to support the solution is the responsibility of the Tri-City.
d. Tri-City is responsible for acquiring its own supported version of Crystal Professional for all report development.
e. Tri-City will designate a single Tri-City Project Manager to act as the lead Project Manager covering all facilities and coordinating all activities for all facilities.
f. Tri-City will provide sufficient resources as agreed to in the project schedule.
g. Tri-City will provide a training room for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team as agreed to in the project schedule.
h. Tri-City staff members scheduled to attend project-related training will attend and participate in the entire session as defined by the Netsmart-provided agenda and as agreed to in the project schedule.
i. Netsmart will share lessons learned and recommended practices for the use of myAvatar NX and related solutions during the implementation.
j. The Tri-City myAvatar NX implementation project will be executed according to the phase and event-based Netsmart Plexus Foundation Methodology as outlined in this document.
k. Tri-City will assign an individual who has authority and accountability for obtaining sign-off on each of the Plexus Phases and Event Summaries reports from program areas as needed within Tri-City and/or the facilities.
l. Workflows and forms approved by Tri-City will be standardized across facilities, programs, and sites, to the extent possible, Tri-City will lead to work with all locations to determine and finalize the go-forward single process/workflow that will be adopted by all locations. The estimates for this project are based on all locations using this single optimized workflow, to extend possible, for the Tri-City programs implemented.
    - Tri-City will have a single point of decision for all workflow items (for facilities, programs, services, design, and configuration) for each of the defined lines of business.
m. Tri-City will coordinate and provide necessary communications with internal and external agencies on behalf of the project team. Tri-City will provide Netsmart with third-party contact information relevant to the Tri-City myAvatar NX implementation project.
n. Tri-City is responsible for the review of department(s) policy, procedures, workflows, and the updates, creation, or deactivation of them as required by the project and approved by Tri-City.
o. Any usage of diagnosis and/or procedure code content that is utilized within Netsmart solutions must be fully licensed by Tri-City. This includes Micromedex content (licensed from Netsmart), CPT, Revenue, or DSM codes.
    - If the above content has been purchased via Netsmart, Netsmart will install and work with Tri-City to configure.
p. Before Go-Live, solutions will be on maintenance release no older than three (3) months from the Go-Live date.
q. All products that are contracted with Tri-City will be available for each location, as outlined in the Purchase Agreement.
r. Any LIVE to UAT or LIVE to BLD copies during implementation will be coordinated by Netsmart resources and must be approved by the Netsmart project management team. Any

unauthorized copies requested by the Tri-City team that impact the project build and require rework will be addressed under the change management process.

s. All design changes must be completed by the end of the Final Review and Validation Event; the change to design would go through a change management process agreed to by the Parties. Refer to the project governance document: "myAvatar NX Scope Change Management Plan."

t. Changes deferred to after Go-Live will be made by the Tri-City project team. Any Netsmart services deferred from myAvatar NX Go-Live will be documented through the change order process.

u. All products that are contracted will be implemented as part of the implementation project unless explicitly outlined in this scope of work as a phased project (i.e., phase 2). Any subsequent phase items, whether agreed upon in this scope of work or in a subsequent change order, will only include the scope explicitly outlined in that product scope. The plexus methodology will not be repeated for subsequent phase items, and Tri-City assumes responsibility for all testing, change management, end user training, and Go-Live support unless explicitly stated.

v. Tri-City project team is expected to have the initial assigned project team engaged throughout the duration of the project. If turnover occurs, Tri-City is responsible for providing knowledge transfer to newly assigned staff.

Implementation Expectations of Tri-City

a. Identify a team of Tri-City resources to participate in the Tri-City myAvatar NX implementation project, comprised of:
    - Executive Project Sponsor
    - Project Manager
    - Core project team to attend all on-site and/or remote event sessions
    - Information Technology resources (network, security, hardware, and M&O support)

b. Identify a Project Manager who will be the primary point of contact during and after implementation. Responsibilities of the Tri-City project manager include driving the following tasks, but are not limited to:
    - Assist in the completion and management of all project management documents and artifacts
    - Risk identification and mitigation
    - Communication to/from the Tri-City team
    - External communications to/from Netsmart
    - Track Tri-City tasks and responsibilities in cooperation with the Netsmart Project Manager.
    - Coordinate appropriate Tri-City resources to support the project
    - Assist in the development and management of the project schedule
    - Communicate all relevant events to Tri-City Project Team and stakeholders as appropriate throughout all phases of the implementation.
    - Complete/coordinate build tasks with Tri-City staff, as agreed by both parties.
    - Coordination of End User Training materials and planning.
    - Coordination of Testing Plan
    - Update or creation of downtime policy(s) and procedure(s)
    - Coordination with any third-party vendors not subcontracted by Netsmart
    - Coordinate Creation/customization of Tri-City-related test script definition and data needs, before System Integration and User Acceptance Testing Events
    - Coordinate completion of unit testing of the solution throughout the project.
    - Assist Netsmart in finalizing timeline, Cutover, and Go-Live plans for the rollout of the myAvatar NX solution to each Tri-City location with support from the Netsmart Implementation Team

- Executing the finalized Cutover and Go-Live Plan.
- Identify internal Tri-City resources and other organizational resources as required to meet project plan objectives.
- Ensure Tri-City has accomplished necessary activities in preparation for the tasks related to each implementation event and phase.
- Ensure all network connections and testing devices meet the Netsmart system requirements (per Netsmart Technical Requirements Documentation) and follow the technology standards identified by Netsmart.

Implementation Expectations of Netsmart

a. Identify the Netsmart myAvatar NX project team for the implementation project, comprised of:
   - Practice Director
   - Project Manager
   - Solution Architect(s)
   - Delivery Consultant(s)

b. Utilize the Netsmart Plexus Foundations Implementation Methodology

c. The Netsmart Project Manager will maintain the ongoing relationship with the Tri-City team for the implementation.

d. The Netsmart Project Manager will be responsible for:
   - At a minimum, weekly updating of the project plan with the input and agreement of status with the Tri-City Project Manager.
   - The overall coordination of project activities.
   - The coordination and implementation of all solutions going live in conjunction with myAvatar NX as defined by the project plan.
   - Conducting a weekly project management status meeting
   - Conducting a monthly Executive Steering Committee/Governance Meeting
   - The oversight of the build and unit testing of all Netsmart configuration activities
   - Update and management of all Netsmart-owned project management documentation in consultation with the Tri-City Project Manager.

e. Netsmart Project Manager shall maintain project management documents within the shared area of the Netsmart and Tri-City shared Teams environment.

f. Coordination regarding the development and adherence to the Project Management Plan.

g. Responsibilities of the Netsmart team will include:
   - Consult while providing expert advice on product options and deployment of a standard solution of the application
   - Help answer questions and solve deployment issues
   - Collaborate with Tri-City Project Team during regularly scheduled status calls
   - Document key decisions and activities, including any deviations from best practice recommendations
   - Guide Tri-City through any functionality questions
   - Reasonably understand industry use of the application and help promote adoption
   - Participate in contracted onsite events
   - Serve as a subject matter expert and best practices methodology in an in-depth manner

h. Netsmart commits to working with Tri-City towards mutually agreed-upon product issue resolutions.

General Project Management

Project Managers are active throughout the myAvatar NX CareRecord project lifecycle. Fundamental to a project's success are the monitoring and measuring processes that consist of cost and scope control, testing, quality assurance, and acceptance activities. These ongoing activities include critical control points, progress checkpoints through Executive Governance meetings, and monitoring and measurement processes employed by Netsmart to ensure that projects are properly stewarded to time, quality, and budget. This critical process transcends the entire project implementation process to help ensure on-time project completion within estimated cost parameters, along with effectively managed and approved schedule and scope changes.

Hardware Network OS/Installation

Tri-City is responsible for providing end user devices, network, and internet connectivity to access myAvatar NX.

Netsmart requires the completion of a Technical Assessment call to discuss end-user devices, network, and internet bandwidth survey to ensure that all equipment that will connect to myAvatar NX meets the minimum performance requirements (See Technical Requirements document for minimum technical specifications).

Software Delivery and Installation

Netsmart will assist Tri-City in connecting to the SaaS environment, validating Tri-City can access all environments (BLD, UAT, SBOX, LIVE) from a subset of Tri-City end user devices. Netsmart Plexus Cloud installation will include:

a. Loading the required database products needed by the application
b. Loading contracted Netsmart solutions that encompass the solution.
c. Testing to ensure Tri-City can access myAvatar NX from the end user devices.

User documentation will be made available to Tri-City via the Netsmart Resource Center (NRC).

Environment Maintenance and Use Strategy During Implementation

Netsmart utilizes a four (4) environment strategy for myAvatar NX. The environments consist of the following domains:

- Sandbox (SBOX)
- Build (BLD)
- Test (UAT)
- Production (LIVE)

During the implementation of the project up to the point that Tri-City is transferred to the Solution Success team and the Netsmart Support organization for ongoing support, Netsmart will be responsible for applying updates to all environments until the Final Review and Validation Event. Netsmart will assist Tri-City in opening support tickets after that event.

Issues that arise during the implementation, which cannot be resolved by Netsmart, will also have support tickets opened and monitored by the Netsmart Implementation team on behalf of Tri-City. Tri-City are expected to ensure that environments are not further than one quarter behind on updates.

During the Implementation period, Netsmart and Tri-City will utilize the UAT environment for all testing/validation activities. Tri-City will utilize the BLD environment for all form and report-building activities. Netsmart will be responsible for the migration of all build items in scope. Tri-City will be responsible for the migration of any additional build items into the UAT environment.

Unit Testing and Integration Testing will be conducted in the UAT environment.

Data Conversion Approach

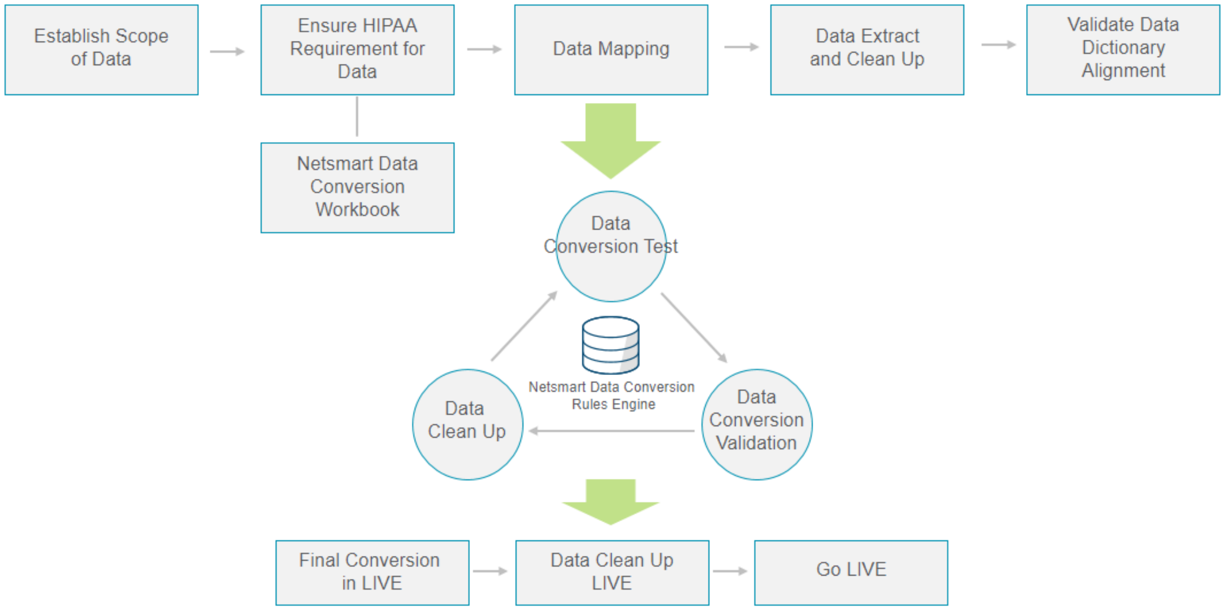
Netsmart will provide myAvatar NX Data Conversion Plan Template that will detail all responsibilities in the conversion process. Tri-City will be responsible for decisions related to specific data to be included in the conversion processes, parameters to be converted, analysis and verification of data maps for the conversion extraction and will verify data accuracy after conversion. Tri-City will perform data extracts and deliver the data to Netsmart, run the conversion tests, and load the final data.

This agreement specifically provides staffing to complete Data Conversion activities associated with the conversion concept file types below:

- myAvatar NX PM Practitioner (Staff)
- myAvatar NX PM (Client Demographics, Client Movements, Diagnoses)
- myAvatar NX PM Financial Eligibility (Episodic or Cross Episodic)
- myAvatar NX PM Managed Care Authorizations

d. myAvatar NX Data Conversion	**Scope of Services**
Conversion Process	Tri-City and Netsmart will utilize the standard myAvatar NX Conversion, as described herein, to convert a limited and pre-defined set of legacy data into myAvatar NX. Tri-City and/or legacy vendor will be responsible for exporting data from their legacy EHR system into the format(s) required by myAvatar NX's database schema; no other format will be accepted. The standard conversion process followed allows the creation, testing, and uploading of defined file types. A conversion guide detailing specifications will be provided to Tri-City.
Netsmart Deliverables	Netsmart will be responsible for the following: • Netsmart will provide a Conversion Guide, which includes file layout formats. • Netsmart will provide required outputs/error reports for Tri-City review and approval. • Netsmart will provide the standard Gantt chart.
Netsmart Responsibilities	Netsmart will be responsible for the planning, solution design, installation, configuration, and testing of the proposed conversion as illustrated in this document. Specific schedules and project plans will be developed for Tri-City. • **Project Resourcing -** Provide a Project manager and Consultant to develop a project plan and timeline. • **File Layout Review –** The consultant will provide and review the file layout formats with Tri-City.

	• **Implement and Verify –** Netsmart will run conversion in the Test Region and work with Tri-City to troubleshoot any errors, where applicable. Netsmart will run no more than five (5) test conversions. Once test data has been successfully loaded in the TEST Region, returns no errors, and Tri-City has signed off, Netsmart will run the Final Conversion in the LIVE environment two (2) weeks before myAvatar NX Go-Live. Netsmart will run one (1) Conversion in LIVE. Additional testing may require additional funding.
e. Tri-City Deliverables	• **Conversion Data Export –** Tri-City will provide Netsmart with a conversion data export in the required format for validation. • **Conversion Design –** Tri-City will update the system dictionaries and mapping values in all environments as needed, in addition to updating the conversion files so no errors are returned. • **Data Validation –** Tri-City will validate and sign off on converted data in the TEST environment before beginning the final Conversion in the LIVE environment.
f. Data Conversion Process	• **Test Conversion** - Netsmart will perform a test conversion run-through to import the data files provided by Tri-City. Netsmart will provide Tri-City with an Error Report for review. Tri-City will correct import files as needed until the system error reports return with no errors. • **Data Clean Up and Final Conversion -** Tri-City is responsible for all post-conversion data verification and for the accuracy and completeness of all imported data. Tri-City is responsible for the manual correction of any problems reported after the final conversion. Please note that there is a single Production (LIVE) conversion; it is not intended as an import feature. • **Manual Data Entry -** For any data that cannot be loaded via conversion, Tri-City is responsible for the manual data entry.
g. **Scope Exclusions**	• Any data points outside the existing data load functionality are subject to a separate opportunity. • Any phased approach to Production Data Load is subject to a separate opportunity. • The legacy dataset is limited to seven (7) years; any historical date range beyond seven (7) years is subject to a separate opportunity. • Imported datasets exceeding 100,000 records are subject to a separate opportunity.



Overall Testing Approach

Netsmart will provide a standard myAvatar NX Test Plan template based on the standard Netsmart system recommended practices. Tri-City will modify this Test Plan to reflect their specific workflows, priorities, and configuration decisions. The Tri-City myAvatar NX Test Plan ("Test Plan") will cover the entire testing process, including verification of the solution's alignment with the agreed-upon specification and configuration.

Unit Testing

Unit Testing is the process of validating that each configured data element, menu item, security setting, and interface function as intended following system configuration or modification. It is the foundational level of testing and should be performed after any new configuration or changes to existing setups.

Netsmart is responsible for conducting Unit Testing throughout the Configuration phase. Following the Maintenance Training event, any changes identified should be made and unit tested by the Tri-City project team. Post Go-Live, Tri-City will continue to conduct Unit Testing as additions and modifications to the system are made.

h. Integration Testing

i. Integration Testing (IT) is the verification by Tri-City that the major workflows and systems all integrate. Integration Testing should include:

1. Netsmart software workflows

2. Interactions with other software in the workflow, including:

    a. Interfaces with non-Netsmart applications

    b. Interdependencies to non-Netsmart applications that make up the complete system

3. Peripheral devices (i.e., scanners, printers)

Integration Testing is a role-based process focused on testing the major workflows within each department. It is not necessary to validate every scenario, but at a minimum, all the major workflows should be represented and built into Integration Testing scripts to be validated.

While Integration Testing is the primary responsibility of Tri-City, Netsmart will provide baseline system Test Scripts which should then be modified by Tri-City to Tri-City's specific configuration and setup. Netsmart associates will provide guidance during the testing process, but Tri-City is expected to lead all Integration Testing activities as outlined in the Test Plan.

For the Netsmart solutions suite, a process should be laid out for the day in the life of a patient/client based on several typical client scenarios to validate the process and the functionality. Tri-City testing staff should walk through the admission process, daily events, and discharge process with all integrated solutions (including third-party systems, interfaces, printers, etc.). They must validate the client's movements and print reports in each phase for verification. The SQL tables are being sent over to the Data Warehouse, and the reports are functioning properly. Processes and policies may also be scrutinized to check for changes in business rules and/or workflow.

Once the Test Scripts have been modified, individuals from the Tri-City project team and others identified to be included will execute them and document the results. Issues identified during testing are logged to the Netsmart project team for investigation and resolution.

<u>Test Plan Development</u>

a. Netsmart will provide an initial Test Plan template to the Tri-City team to develop a full Test Plan that covers all testing performed by all parties. Tri-City will complete, review, and revise the Test Plan to confirm it incorporates all expected testing activity based upon the contract before mutually agreeing on a definitive version of the Test Plan.
b. The Test Plan will cover all aspects of testing the software to determine if the solution works as specified.
c. In addition to the draft Test Plan template, Netsmart will also provide an initial set of Test Scripts for the execution of Integration Testing. Tri-City will be responsible for updating the test scripts needed for the successful execution of Integration Testing. The Tri-City generated Test Scripts will include workflows for Integration Testing. The Test Scripts will be modified to accommodate Tri-City's policies and procedures, and to align with specific Tri-City requirements.

<u>Test Plan Execution</u>

a. Netsmart will conduct functional testing upon installation to verify that the system is loaded and ready for configuration.
b. Netsmart will conduct initial Unit Testing to confirm each of the system configuration elements.
c. Netsmart will configure test environments to support Tri-City's Integration Testing.
d. Tri-City will load test data for test scenarios used in Integration Testing.
e. Netsmart will provide remote assistance during the Integration Testing event.
f. For Tri-City-managed testing, the testing will be executed, with Netsmart support, in a designated Netsmart-hosted Tri-City non-LIVE environment that includes Tri-City-specific test data.
g. Tri-City will execute specific testing cycles, with the support of Netsmart, during each Tri-City-led testing effort included in the Test Plan.
h. Tri-City will record test result tracking and testing remediation. During testing, any issues, inconsistencies, or defects identified in the product configuration, process, or workflow will be documented in a Test Result Tracking Log. The log will be viewable and updateable both by Netsmart and Tri-City and will be reviewed by both parties. Remediation and closure of each

identified inconsistency and/or defect will be managed by both the Netsmart and Tri-City project management teams.

i. The details of the test scripts, test environments, and the testing processes will be further described in the Test Plan.

j. Tri-City is responsible for testing 80% of the monthly volume for billing testing.

Scope of Work by Solution

The solutions outlined below will be implemented by Netsmart, working with Tri-City during the implementation, following the Netsmart Plexus Implementation Methodology.

CareRecord Implementation Details

myAvatar NX Cal-PM (Practice Management)

myAvatar NX Cal-PM	Scope of Services
Netsmart's myAvatar NX California Practice Management (Cal-PM) is designed to be the core of Netsmart's myAvatar NX suite, which encompasses the means for Admission, Discharge, Transfer, Scheduling, and Billing set up and usage for behavioral care professionals. The tools for system maintenance for all aspects of the Cal-PM module are included within the module.	
Users and User Roles	Management tool to capture users accessing the application and apply security settings across groups of users.
	Client will configure all users assigned to a user role. Client will train user definition, user role definition, and ability to import and export. Client will be responsible for the configuration and migration of User Roles and customized Users.
Intake Forms	Ability to record Call Intake, Pre-Admission, and Admission.
	Client will configure dictionaries on the listed intake forms (Call Intake, Pre-Admission, and Admission).
Practitioner	Maintain staff records for eligible providers to render services.
	Client will configure Practitioner records with the ability to record NPI, Taxonomy, and Credentials.
Billing	Record subscriber and plan coverage information, including charge input, bill preparation, payment posting, client ledger and electronic claims submission and remittance.

<table>
<tr><td rowspan="5"></td><td>Netsmart will configure service codes, guarantors, benefit plans, and fee schedule to allow for service capture, liability distribution, claims generation, and remittance.
Netsmart will configure up to five (5) Programs.
Netsmart will configure up to five (5) Guarantors.
Netsmart will configure up to (25) services. This will include Service Codes, Service Fees and/or Service Guarantor Definitions.</td></tr>
<tr><td>Netsmart will support major billing formats to include paper HCFA, paper UB, paper Self Pay, 837P & 837I within a single template for one (1) guarantor.
Netsmart will configure up to five (5) billing templates, one (1)for each of the five (5) Guarantors.</td></tr>
<tr><td>Netsmart will assist with posting of one (1) 835 (electronic remittance) and one (1) manual remittance.</td></tr>
<tr><td>Management and accounting reports to control consumer revenue/managed care contracts. Reports include Aged Accounts Report, Report of Charges, Payment/Adjustment Reports, Daily Transaction Report, Active Receivables and Detail Trial Balance.</td></tr>
<tr><td>Based on individual Client needs, Netsmart will configure:
One (1) Quick Billing Rule
One (1) Quick Billing Group Definition
One (1) Quick Billing Automation</td></tr>
<tr><td rowspan="2">Scheduling</td><td>Scheduling calendar allows for adding, updating, and tracking individual and group appointments at multiple sites for multiple practitioners. Scheduling calendar supports integration with billing and progress notes.</td></tr>
<tr><td>Client will configure sites, site hours, and staff hours.
Client will be responsible for exceptions to site hours and staff hours that fall outside of normal operating hours.</td></tr>
<tr><td rowspan="2">Referrals</td><td>Ability to manually collect inbound referrals.</td></tr>
<tr><td>Client will deliver dictionaries for referrals.
Client will train on admission referral information.
Client will be responsible for entering referral sources.</td></tr>
</table>

Assumptions	Netsmart will be responsible for all direct assigned setup established within this table. Client is responsible for all configuration outside of what is assigned to Netsmart. Any additional configuration and/or training requested of Netsmart will be subject to an additional agreement.

myAvatar RADplus

RADplus	Scope of Services
RADplus is the myAvatar maintenance solution that controls how users interact with myAvatar NX, and how myAvatar NX communicates with the IRIS database.	
Reports and Widgets	myAvatar NX comes with reports and widgets with the following categories: • A/R • Census Management • Compliance • Claims • Client Information • IT and System Administration • Management • Scheduling • Staff • Services
Modeling	Form Modeling is the ability to create new data elements and data collection instruments. Allows for tailoring the myAvatar NX application to the unique needs of an organization.
	Site Specific Section Modeling is the ability to leverage built-in functionality within product forms, while allowing the flexibility for you to add custom data collection fields to these forms. Data is stored in the product tables for ease of reporting.
Diagnosis/Problem List	Access diagnosis and problem content from a hosted service.
	Searches by partial description or code are supported.
	Includes mappings for ICD-10, DSM-5, and SNOMED.
	The problem list is linked to the treatment/care planner.
Consoles and Views	Predefined Views including: • Billing • Executive • Front Desk • System Administrator • Clinician • Front Desk • Intake • General Clinical • Nursing

	• myDay • Administrative • Plans/Notes • Document • Screening • Shift Change • Auth Reviews • Billing KPIs • Billing Status • Client Info • FE Review • A/R • Guardiant Ability to configure Consoles (multiple views assigned to a single user), Views (grouping of widgets assigned to a particular role), and Widgets (limited display of relevant data)
Document Management	Ability to simplify electronic information collection, management, delivery, storage, and access.
Rule-based Routing	If utilized by the organization, Tri-City is responsible for the configuration of rule-based routing.
Caseload Management	Ability to add or remove clients from a practitioner's caseload.
	Netsmart provides standard caseload types, including Admitting Practitioner, Attending Practitioner, Nursing, and Observer. Additional caseload types may be configured by Tri-City as needed.
Client Management	Ability to manage and maintain an accurate client record utilizing functionality to admit, discharge, transfer, merge, delete, and edit.
	A historical record is created for each episode of care, containing all services, diagnoses, treatment, and billing information.

myAvatar NX CWS (Clinical Workstation)

myAvatar NX CWS	Scope of Services
myAvatar NX Clinical Workstation (CWS) is the core of the ARRA (2009 American Recovery and Reinvestment Act) certified solution for computerized consumer records. The solution enables full integration of clinical tools in the myAvatar NX solution to offer an interdisciplinary approach to care in health and human services environments. myAvatar NX CWS supports a robust electronic health record with clinical solutions that include Diagnosis, Treatment/Care Planning, Progress Notes, Workflow, Assessments, and Reporting.	

<table>
<tr>
<td rowspan="6">Treatment Planning</td>
<td>

Definition

Ability to customize Treatment Plans via Site Specific Section Modeling.

Netsmart Deliverables

Netsmart can configure Treatment Plans tailored to address the unique needs of key target populations, supporting best practice guidelines. All such requests shall be compiled and included within the custom build amount as defined in the 'Custom Assessments/Form' section of the myAvatar NX CWS Scope of Service.

All deviations from the specification will be resolved. One round of changes permitted for items outside of the original specifications.

Netsmart is responsible for setting up Treatment Plan Defaults for configured Treatment Plans with client input.
Netsmart is responsible for setting up Registry Settings for configured Treatment Plans with client input.
Netsmart will train Tri-City in how to define Treatment Plan libraries.

Tri-City Deliverables

Tri-City is responsible for developing additional Treatment Plans, maintaining registry settings and Treatment Plan defaults, and the creation of Treatment Plan libraries.
Tri-City is responsible for migrating additional Treatment Plans to environments.

</td>
</tr>
<tr><td>Keyword search capability.</td></tr>
<tr><td>Treatment Planning includes the full clinician workflow process from problem definitions and diagnosis to goals, objectives, and interventions.</td></tr>
<tr><td>Record the staff participating in the plan.</td></tr>
<tr><td>Tri-City will have the ability to develop customized Treatment Plan libraries post Maintenance Training as part of system optimization.

Treatment Plan libraries are predefined problems, goals, objectives, and interventions.</td></tr>
<tr><td>Tri-City will have the ability to restrict services for billing. Netsmart can configure Treatment Plan service restrictions/ assigned services for any Netsmart-built Treatment Plans.</td></tr>
<tr>
<td>Progress Notes</td>
<td>Ability to utilize standard Progress Note Functionality through an individual Progress Note or Group Progress Note, as well as the ability to customize Progress Notes via Site Specific Section Modeling. Progress Notes allow for simultaneous clinical documentation with service information.

Netsmart Deliverables

Netsmart can configure additional progress notes tailored to address the unique needs of key target populations, supporting best practice guidelines. All such requests shall be compiled and included within the custom build amount as defined in the 'Custom Assessments/Form' section of the myAvatar NX CWS Scope of Service.

</td>
</tr>
</table>

<table>
<tr><td></td><td>
<li style="list-style-type:circle">All deviations from the specification will be resolved. One round of changes permitted for items outside of the original specifications

Netsmart will configure up to 15 Note Types to allow filtering and categorization, including extended dictionary values.
Netsmart is responsible for setting up Registry Settings for Netsmart-configured Progress Notes with Tri-City input.

Tri-City Deliverables

Tri-City is responsible for developing additional Progress Notes, maintaining registry settings, and additional note types outside of the 15 configured by Netsmart.
Tri-City is responsible for migrating additional Progress Notes to the environment(s).

</td></tr>
<tr><td></td><td>Tri-City can utilize the Progress Note Report within myAvatar and print TIF images of a saved Progress Note. Customized Progress Note Crystal Reports are the responsibility of Tri-City.</td></tr>
<tr><td></td><td>Treatment Plan components (Problems, Goals, Objectives, and Interventions) are tagged to their associated Progress Notes, as required by The Joint Commission guidelines.</td></tr>
<tr><td>Custom Assessments/Forms</td><td>The ability to utilize RADplus Modeling to develop custom forms and assessments.

Netsmart Deliverables

Netsmart will configure up to 10 total Progress Notes, Treatment Plans, and assessments/forms. (ex. Netsmart will build three (3) Progress Notes, two (2) Treatment Plans, and five (5) assessments/forms, equaling 10 total.)
Netsmart will be responsible for migrating up to 10 total Progress Notes, Treatment Plans, and/or forms into UAT and LIVE.
Form Development Process

Netsmart will develop specifications for up to 10 total Progress Notes, Treatment Plans, and assessments/forms.
Netsmart will provide specifications to Tri-City for sign-off and must be signed off within the agreed-upon time before development can begin.
After the initial build is completed, one round of changes is permitted for items outside of the original specifications.
All deviations from the specification will be resolved.
After specified changes have been made, Tri-City will be responsible for unit testing.
Tri-City will provide sign-off on build, and Netsmart will migrate form(s) into necessary environments.

Tri-City Deliverables

Tri-City will be responsible for additional assessment/form configuration.
Tri-City will be responsible for all Crystal Report development.

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	○ Tri-City will be responsible for migrating additional forms to environments.
Configuration Training	Netsmart will provide one (1) training session for up to 15 attendees. Site Specific Form Modeling • Progress Notes • Treatment Plans RADplus Modeling • Forms and Assessments Crystal Reports • Report Writing Overview • Widgets ○ Tri-City is responsible for acquiring their own supported version of Crystal Professional for all report development
Document Routing	Ability to send, receive, and sign clinical documents electronically.
	Netsmart will configure document routing setup for Progress Notes, Treatment Plans, and assessments that are within the scope of Netsmart deliverables.
Vitals Entry	Ability to record and report vitals measurements.
	Netsmart will configure normal ranges to allow for alerting of abnormal vitals measurements.
Compliance Rule Definition	Compliance Indicators are notifications in the Compliance Widget to notify end users of deadline compliance for a selected client. Netsmart to deliver compliance rules for the timely completion of clinical documentation to include assessments, Progress Notes, and treatment plans. Netsmart will include up to 35 total Compliance Rule Definitions. Each rule is defined with a program prerequisite = one (1) rule. If a rule applies to 20 programs, it will be defined 20 times.
Clinical Alerts and Client Triggers	Defined alerts on a client's chart based on clinical events. Alerts are message windows that appear in the client header when an end user opens a form with alerts assigned to it. Alert types are assigned to clients in the Client Alerts form. There are two (2) types of alerts in the system: Warning Alerts and Error Alerts. Netsmart will configure up to 35 triggers/alerts.
Disclosure Management	Manages the release of client information to external agencies. Netsmart will train Tri-City in the following areas: • Report Updates • Dictionary Updates • Disclosure Management Process Tri-City is responsible for the following: • Dictionary Updates • Report Updates/Modifications • Form Updates / Modifications • End-User Training

Medication Management Solution Implementation Details

OrderConnect NX

OrderConnect NX	Scope of Services
OrderConnect NX is a secure, web-based prescribing and medication management system. The system can be utilized anywhere using a Window-based system with access to a browser.	
Prescriber's Desktop and Virtual Pharmacist	• Access clinical resources at the point of prescribing, reordering and discontinuations • Confirm and submit the prescription by fax or electronically to the pharmacy of choice or print locally • Utilize OrderConnect inbox capability to post messages to staff • Be alerted to potential drug-to-drug/food interactions, drug allergy alerts, and pregnancy/lactation alerts • Access and review your own as well as peer-medication dosing patterns using the libraries built automatically during the prescribing process • Access to online clinical resources • Enter and track medication interactions for non-agency prescribed medications
Medication Profile	• Access and review crucial consumer diagnostic, medical and prescription information • Provides valuable information on medication alerts, known allergies, consumer care suggestions, and overdose alerts • Supports compliance with accreditation standards and regulatory requirements
Orders and Results	• Order and review lab orders • Order and review radiology orders
Consumer Care Suggestions	• Create consumer care suggestions based on your unique client demographics.
Eligibility and Formulary Checking	• Netsmart utilizes the Surescripts network to confirm prescription coverage eligibility. • Utilize Surescripts network to access medication history information from participating payors and pharmacies. • Netsmart will register ten (10) prescribers with Surescripts. Additional prescriber registrations will be considered out of scope and may require additional professional services. • Confirm medication formulary status in real-time during prescribing event.
Non-Prescriber Registration	Netsmart will provide one (1) Admin User training to Tri-City team to register non-prescribers. Netsmart will register up to ten (10) non-prescribers.
Configuration	Netsmart will install myAvatar NX InfoChannel solution within the CWS application **UAT Environment:** • UAT OrderConnect will be connected to UAT myAvatar NX • Single facility/agency defined • Three (3) test users will be created in OrderConnect including: a system administrator user, a prescribing user, and a non-prescribing user. • Generic prescription format • Test pharmacies available but limited to an output of print or fax

	• For lab testing:
	  ○ Three (3) successful sample lab orders
	  ○ Two (2) test laboratories-available for outputs of print or fax
	Production (LIVE) Environment:
	• Production (LIVE) OrderConnect will be connected to Production (LIVE) myAvatar NX
	• OrderConnect starter kit uploaded for up to ten (10) users
	OrderConnect LIVE configuration requires the Tri-City myAvatar NX environment to be available and fully functional.

Reporting	Generate real-time reports from a suite of thirty-seven (37) available standard reports. Reports are grouped into four (4) report types: • Daily operations reports • Quality assurance reports • Security reports • Administration reports Track prescription from order submission to pharmacy received.

OrderConnect EPCS

OrderConnect EPCS	Scope of Services
OrderConnect EPCS: Electronic Prescribing of Controlled Substances (EPCS) allows prescribers who use an EPCS-certified e-prescribing application to send prescriptions for controlled substances electronically to pharmacies leveraging two-factor authentication.	
Project Preparation	• Hard tokens must already be delivered prior to Project Launch • BlockID is the contracted vendor for soft tokens
Project Launch	• EPCS account user data collection spreadsheets to support BlockID account setup, will be provided to Tri-City for completion that includes information related to authorized Tri-City users.
Solution/Technical Configuration	• Completed EPCS account user data collection spreadsheets uploaded to BlockID for account creation and identity verification. Once accounts are created, identities are verified, and hardware tokens are assigned to users.
Training	• Admin and one (1) prescriber will undergo a training session with the solution. Up to 1-hour Granting/Approving training to connect BlockID to OrderConnect and enable EPCS prescribing.
Netsmart Responsibilities	• Enter the provider's information from Tri-City to BlockID for up to ten (10) providers ○ Provider information for up to ten (10) providers must be provided prior to training • Register hardware security tokens
Tri-City Responsibilities	• Additional prescriber setup will be Tri-City's responsibility • Tri-City distributes tokens to all prescribers who will be utilizing the solution.

	• Tri-City provides the following information for each prescriber:
	  ○ Prescriber's First Name, Last Name
	  ○ OrderConnect Username
	  ○ Email Address
	  ○ Token number
	• Successfully complete identity proofing and issuance of credentials
	• Verified prescriber identity in OrderConnect via security tokens
	• Tri-City must have enabled the prescribers' EPCS privileges in OrderConnect
	• Two-factor authentication is required by prescribers when transmitting EPCS prescriptions

PDMP

Prescription Drug Monitoring Program (PDMP)	Scope of Services
Prerequisites	• Client environments are on the latest generally available releases • Client is currently utilizing OrderConnect • Providers are already registered with their State Board of Pharmacy for PDMP Checking • Client System Admin staff are trained in the use of OrderConnect Admin Tool • Prescribers accounts are already established within OrderConnect
Project Launch	The Project Launch call will cover the following topics: • Review Scope of Work • Review and confirm project timeline • Review data collection workbook (DCW) • Discuss project expectations
Configuration	Netsmart will be responsible for the following configuration in one (1) Production environment: • Establish client with PDMP Capability for OrderConnect • Assist client in establishing providers with proper PDMP access for specified states, within OrderConnect, that were identified by the client Client will be responsible for the following configuration in one (1) Production environment: • Complete data collection workbook (DCW) • Complete State Board of Pharmacy's Integration Request Form and Terms and Conditions
Training	Netsmart will conduct one (1) Admin Training, up to 30 minutes, for up to 15 users. Netsmart will conduct one (1) Super User Training, up to 30 minutes, for up to 15 users.

Go-Live	The Go-Live event will occur when the solution is moved into productive use by the end-user population. Netsmart will hold daily check-in calls for the first three (3) days of Go-Live and will provide Go-Live support for up to two (2) weeks from the start of the Go-Live event.
Scope Exclusions	The following items are excluded from the scope of this Agreement, including but not limited to: • Phased Go-Live support • Additional OrderConnect trainings • Additional OrderConnect configuration

Clinical Documentation Solution Implementation Details

eSignature Solution

eSignature Solution	Scope of Services
Netsmart Electronic Signature Solution enhances the flexibility of all myAvatar NX applications by providing the ability to record signatures in the database.	
Setup and Testing	Tri-City is responsible for the purchase of signature pads, installation and testing of signature pad drivers is required before Setup and Testing of workstations.
Prerequisites	Purchasing the myAvatar NX eSignature Solution does not include Topaz units. These may be purchased through Netsmart or individually by Tri-City. Purchasing and ensuring that Topaz Signature units are supported by the myAvatar NX Signature Solution is the responsibility of Tri-City. The following Topaz models are supported: SignatureGem 4x3 LCD T-LBK755 SignatureGem 1x5 LCD T-LBK462 SigLite 1x5 LCD T-LBK460 SigLite 1x5 T-S460

Document Capture

Document Capture	Scope of Services
Netsmart's **Document Capture, powered by Perceptive** makes capturing and attaching documents to the consumer's chart easy and all within the familiar context of the CareRecord. In addition, Document Capture supports bulk scanning and the use of barcoding for automatic indexing, easy separation, and consumer association post-capture.	

Perceptive Environment	• Install Perceptive Content Server application on one (1) Production & one (1) UAT application server • Install Perceptive Web Services on up to four (4) web servers • Link one (1) myAvatar Production to one (1) Perceptive LIVE • Link one (1) myAvatar non-Production to one (1) Perceptive UAT
Solution Components	• Perceptive Security Department: "Avatar" • Perceptive Security Drawers for Client Documents and Staff Documents • Perceptive Security Groups • Document Capture Application • Batch Capture and Indexing Application • Document Viewer App

Configuration	• Tri-City Responsibilities:
	  o Complete and return the Perceptive Starter Kit before training
	  o Provide a complete list of users needing access to the content management solution, along with the security designation of those users regarding scanning/importing, viewing, printing
	  o Capture workstations will need to have scanner driver installed and functional prior to Document Capture implementation
	  o Systems administrator and/or Microsoft SQL Server DBA must be available throughout the implementation for assistance as needed and to shadow the relevant installation/configuration solution components
	• Netsmart Responsibilities:
	  o Configure up to 25 unique Document Types and a predefined set of Custom Properties
	  o Deliver Perceptive Starter Kit at project kick off
	  o Build Perceptive solution in accordance with Tri-City returned Perceptive Starter Kit

Training	Tri-City will deliver training to all end users in preparation for Go-Live.
	
	• Super User/Admin Training
	  o Tri-City responsibilities:
	    ▪ Create custom training materials for end users.
	    ▪ Distribute custom training materials provided by Tri-City.
	    ▪ Conduct end-user training, ensuring that all necessary staff are trained prior to Go-Live.
	• Netsmart responsibilities:
	  o Provide up to two (2) hours Administration Training for a designated solution administrator to be completed during the implementation process
	  o Provide up to two (2) hours of Solution Training for "Super Users" at a single location for up to 10 individuals, using a "Train-the-Trainer" approach
	  o Provide Tri-City with documentation post training event

Testing	Integration Testing will be executed at Tri-City's site and will be led by the Tri-City project management team with assistance from the Netsmart project team (remote).

	• Objectives
	  ○ Complete testing within 30 days of delivery in UAT
	  ○ Confirm Go-Live preparedness
	  ○ Ensure all critical path issues have an action plan
	• Tri-City responsibilities:
	  ○ Lead and direct integration testing activities
	  ○ Manage Issues List
	  ○ Conduct application integrated testing
	  ○ Conduct operational testing
	  ○ Document integrated test results
	  ○ Troubleshoot and resolve testing issues
	  ○ Update issues list with any unresolved integration test findings.
	• Netsmart responsibilities:
	  ○ Troubleshoot and resolve testing issues for up to two (2) weeks.

Production Use Support	• Objectives:
	  ○ Begin Production use of Document Capture
	  ○ Transition support from Netsmart project team to Tri-City
	• Tri-City responsibilities:
	  ○ Develop and complete Go-Live plan
	  ○ Confirm all systems and resources are scheduled and prepared for Go-Live
	  ○ Execute Go-Live plan
	  ○ Document Go-Live issues
	• Netsmart responsibilities:
	  ○ Netsmart will provide support for the Document Capture functionality for up to 14 days after final configuration in LIVE environment.

CarePOV Medical Note – *Psychiatry*

CarePOV Medical Note – Psychiatry	Scope of Services
Netsmart CarePOV Medical Note – Psychiatry Solution is a comprehensive solution that integrates with the myAvatar NX. The functionality is delivered through a desktop user interface and the embedded CarePOV Medical Note Solution. Within the CarePOV Medical Note Solution you can: • Document Progress Notes • Begin office visits and notes • Track note progress • Record all details of the visit with relevant behavioral health information available as part of office visit workflow As the documentation is completed, a Note Summary is being created automatically for the treating staff to review and sign-off on upon note completion. The CarePOV Medical Note solution offers a full prescriber documentation workflow delivered as an embedded CarePOV platform and optimized for rapid note completion. The prescriber documentation workflow includes: • Support for medical assistants, nurses, and transcribers with coordinated workflow • Client demographics • Smoking status • Reason for visit(s) • History of present illness • Women's health history • Family medical and psychiatric history	

• Consumer medical and psychiatric history • Active problems • Social history • Vitals • Allergies • Point of Care results entry • Review of systems • Mental status exam • Procedures • Integrated lab & medication ordering through the Orders Console or OrderConnect • Medical decision making • Referrals • Follow-ups • CPT Recommendation • Note Summary • Charge creation • Add-on service codes	
Role-based views	Includes eight (8) predefined primary role-based access that are configured in myAvatar NX and associated with the CarePOV Medical Note user role. • Prescriber • ARNP/Physician's Assistant • System Administrator • Medical Technician • Nurse • Resident • Transcriber • Facesheet Only
Quick Pick Lists	Netsmart will provide a workbook for Tri-City to complete with the quick pick list items to be displayed for the following: • Review of Systems • Mental Status Exam

Interoperability Solution Implementation Details

CareConnect Inbox

CareConnect Inbox	Scope of Services
CareConnect Inbox facilitates bidirectional electronic referrals across a provider network which leverages Direct Secure Messaging. This scope includes a single referral connection to the Netsmart Referral Network and the number of CareConnect Inboxes with Direct Secure Message Addresses which were purchased with the CareConnect Inbox subscription.	
Key Features	• Ability to associate individual mailboxes with direct secure addresses so that end users can communicate securely. • Expanded contact list to send CCD directly to other care providers. • Reply, forward, and attach documents to messages.

	• Email-like user interface for easy review and composing of messages. • Create inboxes for additional providers without developer assistance. • Attach additional documents to messages as well as CCD documents.

Training	• Netsmart will conduct two (2) remote webinars for up to fifteen (15) attendees per training
	  ○ One (1) Admin Training
	  ○ One (1) End User Training

Netsmart Responsibilities	• Configure myAvatar NX to add the Inbox for providers to view • Setup initial number of users, not to exceed fifteen (15) users • Setup initial contact list from another agency • Testing of initial setup
Tri-City Responsibilities	• Identify Contractor and initiate project request with Contractor. • Designate resources to attend and participate in all testing and review sessions. • Designate resources to attend and participate in any onboarding or activation activities. • Designate resources to train end users and update process manuals prior to activation. • Designate resources for Train-the-Trainer sessions. Netsmart employs a Train-the-Trainer model. • Ensure appropriate licensing and other agreements, as required by the Contractor listed above, are completed in a timely manner and prior to any project engagement with Netsmart. • Tri-City will own testing for any new versions post initial Go-Live.

CareConnect eLabs Interface

CareConnect eLabs Interface	Scope of Services
CareConnect Lab Interface: Lab orders (HL7 ORM) and results (HL7 ORU) are sent using HL7 version 2.5.1. It is possible to embed PDFs in the HL7 message. Netsmart will manage and own all necessary updates for the lab compendium within the CareConnect solution. All orders will be placed within OrderConnect and will pass from OrderConnect through CareConnect to the lab. Lab results will be received in OrderConnect and the CareRecord. **Lab(s) to be integrated with:** LabCorp & Quest	
Key Features	• Ability to electronically submit lab orders through CareConnect interface with the selected lab. • Ability to receive lab results from the selected lab into OrderConnect and the CareRecord. • Supported connection types are SOAP Web Services, SFTP, MLLP/TCP.

Training	• Remote webinars:
	  ○ ISC Admin Training
	  ○ End User Training
	• Additional training videos are available within OrderConnect

Netsmart Responsibilities	• Connect CareRecord to Netsmart CareFabric for data submission through CareConnect • Complete ISC Admin configuration within OrderConnect • Configuration will be completed within LIVE
Tri-City Responsibilities	• Tri-City is responsible for initiating the business relationship with the 3rd party labs, associated with each facility), and ensuring 3rd party labs are engaged in the project • Tri-City will provide Netsmart with all relevant 3rd party contact information • Connection to each lab is contingent upon lab approval • All lab connections must go through our lab aggregator, Optum, which may result in additional fees between the above-referenced aggregator and the lab or in some cases Tri-City. Any contractual change or additional fees will be processed through the Project Change Management Plan. • Netsmart's relationship with the lab does not guarantee the lab's integration during this project. Tri-City must obtain lab approval for the interface. Netsmart does not intervene in the contract or pricing model between a new lab and the above-referenced lab aggregator partner. • In the event the preferred lab does not approve the integration with the new Tri-City myAvatar NX solutions, or the lab will not work with one of the listed aggregators, Tri-City is responsible for identifying and engaging with a different lab.

CareConnect HIE

CareConnect HIE	Scope of Services
CareConnect HIE: CareConnect enables the exchange of clinical information between a Regional Health Information Organizations (RHIO) or a Health Information Exchange (HIE). CareConnect works with the Netsmart enterprise system to provide a secure way to share clinical and administrative information. **HIE Vendor: LANES**	
Key Features	Satisfy Meaningful Use requirements to provide the capability to share key clinical information among providers of care and patient authorized entities electronically.

	• The solution functionality may vary by CareRecord and supported functionality can be provided at your request.
	• Ability to register and update clients on a Health Information Exchange
	  ○ PIXv2
	  ○ PIXv3 (Netsmart preferred)

	○ Any additional registration and patient update integrations will require additional one-time professional services including but not limited to a HL7v2 Outbound ADT. • Provide and Register CCDs to a Health Information Exchange (ITI-41) • Query CCDs from a Health Information Exchange directly into the CareRecord. (ITI-18/ITI-43) • Consent Management supporting the bidirectional document with a Health Information Exchange. ○ (XACML) ○ Any additional consent management other than XACML will require additional professional services. **<u>Methods of Connection (in order of Netsmart preference):</u>** • SOAP Web Services (IHE-Profile) o Vendor must provide SOAP endpoint. o Mutual TLS Auth or Mutual TLS plus SAML are required. • MLLP – TCP/IP - may add an additional 6-8 weeks to the project timeline. o VPNs require special approval and will add additional time to the project. o Vendors must provide endpoints and port for connectivity.
3rd Party Vendors	• Non-preferred vendor selection may require additional time to develop the connection. • Tri-City is responsible for initiating the business relationship with the 3rd party and ensuring 3rd party is engaged in the project. • Tri-City will provide Netsmart with all relevant 3rd party contact information.
Training	• Two (2) remote webinars: ○ One (1) Admin Training ○ One (1) End User Training
CareRecord & Solution Configuration	• Connect CareRecord to Netsmart CareFabric for data submission through CareConnect. • Configure CareRecord to send and query clinical data to the Health Information Exchange. • Software will be implemented in the Production domain.

IBHIS Integration

IBHIS Integration	Scope of Services
The purpose of this SOW is to complete LA Provider Integration (IBHIS) configuration and train on workflow.	
System Readiness	Netsmart will review system update levels to determine if all required CareRecord and LA Provider Integration updates are installed. Any updates not installed will be identified and provided in a list to Client to schedule installation of required updates. Updates will be reviewed in one non-production environment and one production environment. It is recommended that updates are installed in

	non-production environment first, and following successful validation of updates in non-production, to install updates in production environment.
System Configuration	LA Provider Integration will require configuration within the CareRecord to complete the integration. This includes web services connectivity and required dictionary mappings and system configurations. Netsmart will assist Client with the configuration of these required items. Client will be responsible for data collection and ensuring validity of configuration data.
Training	Netsmart will provide one (1) CareRecord training for LA Provider Integration impacts to existing CareRecord workflows. This training would include review of new data collection instruments, new functionality within existing data collection instruments, new reports, error handling messages, and changes to user interface. This training is anticipated to require 4 hours to complete.
Testing	Netsmart will assist with Integration Testing and Unit Testing by addressing issue resolution and troubleshooting. Client will be responsible for performing Unit Testing and Testing. Netsmart as stated above will assist with any issue resolution as needed

Reporting and Analytics Solution Implementation Details

KPI Dashboards

KPI Dashboards	Scope of Services
KPI Dashboards provide at-a-glance metrics to clinical, financial, and operational decision-makers to determine if the organization is moving in the right direction to achieve organizational goals. The solution organizes and presents information to the user in a way that is easy to read and share with others. 10% of allocated user accounts can be marked as Professional Users. This distinction provides access to duplicate, edit, and publish new sheets.	
Standard Data Extracts	Standard Data Extracts sets include but are not limited to Client Demographics, Diagnosis, Medication, Vitals, Services, ADT, Programs, Treatment Plans, Progress Notes, Staff, Locations, Payments, Payors, and Assessment Data. This includes Netsmart creating and providing an organizational identification code and access to Netsmart cloud-based servers with KPI Dashboards and necessary software and technologies for installation and implementation preparation. Tri-City acknowledges and agrees it is responsible for: • Scheduling and approving all CareRecord updates necessary for KPI Dashboards configuration • The quality of all data coming from Tri-City • Ensuring that Tri-City's use of KPI Dashboards and any resulting reports, files, or data related or KPI Dashboards is in accordance with all applicable state and federal laws • The creation of business strategies from insight obtained from utilizing KPI Dashboards • Where appropriate, the configuration and set up of Site-to-Site VPN connection for data extraction needs
Single Sign On (SSO) Functionality	Single Sign on Functionality will be enabled by the Netsmart Team. Once turned on Netsmart will set up and configure users up to the limit of the contracted amount. User access to KPI Dashboards from within the CareRecord will be granted via a Netsmart configured widget. The

	Netsmart team will enable the widget, it will be Tri-City's responsibility to assign proper user access to the widget.
Training	Netsmart will provide one (1) training session for up to fifteen (15) Super Users. The training will cover the features and functionality of KPI Dashboards, business use cases and scenarios that can be explored using KPI Dashboards, as well as training on creating custom "myKPI" objects. Building on the KPI Dashboards views, Netsmart will work with Tri-City key resources to review the data in concert with a current process and identify from the existing data set the views needed to create myKPIs. The scope of services includes working with Tri-City to develop no more than ten (10) hours' worth of Tri-City-specific myKPIs from the available data in the Tri-City's CareRecord data, to begin customization work of the tool. Additional creation from the Netsmart team will be made available through an Advance Data Support (ADS) contract.
Implementation Tasks	**Prerequisite:** Tri-City must be Live on myAvatar NX for a minimum of sixty (60) days as a prerequisite for project start. **Solution Review** • Provide Client logins • Review high-level feature functionality of KPI Dashboards • Identify high-level anomalies discovered in initial review of data by Netsmart • Confirm Tri-City has high-level understanding of KPI Dashboards • Review modeled assessments currently selected for inclusion in KPI Dashboards, where appropriate **Super User Training Event** • Review all product Chart Objects, including functionality and data origin • Review all feature functionality for navigation in KPI Dashboards • Utilize the myKPI functionality available in KPI Dashboards • Confirm Tri-City understanding and use of KPI Dashboards

myHealthPointe Enterprise

myHealthPointe Enterprise	Scope of Services
myHealthPointe Enterprise offers clients the ability to provide their consumers/residents/patients and their care team members with access to information related to consumer care, 24 hours a day through a secure, web and mobile-based solution.	
Prerequisites	• Client environments are on the latest generally available releases • Client has purchased the appropriate subscriptions and services for myHealthPointe Enterprise, agreeing to the terms in the Scope of Work

Project Launch	The Project Launch call will cover the following topics: • Provide Solution Demo • Review Scope of Work • Introduce Project Playbook and Client Workbook • Review and confirm timeline • Discuss Consumer Engagement Strategy • Schedule implementation meetings

Configuration	Netsmart will be responsible for the following configuration in one (1) non-Production environment and one (1) Production (LIVE) environment:
	• Practice Portal User Deliverables
	  ○ Up to five (5) Dashboard Widgets
	  ○ Up to two (2) User Roles
	• Consumer Portal User Deliverables
	  ○ One (1) Consumer Layout
	  ○ One (1) Caregiver/Family Member Layout
	• Configuration Deliverables
	  ○ One (1) Appointment Request Workflow, up to 20 fields
	  ○ One (1) Medication Refill Request Workflow, up to 20 fields
	  ○ One (1) Medical Records Request Workflow, up to 20 fields
	  ○ One (1) Form, up to 20 fields
	  ○ One (1) Survey, up to 20 fields
	  ○ Up to 25 Alerts
	  ○ One (1) Document/eSignature Workflow Configuration
	  ○ Virtual Check In Workflow Configuration
	  ○ myHealthPointe Consumer Payment Workflow Configuration

Training	Netsmart will conduct up to 10 Practice Portal User Trainings, up to 90 minutes each, to cover Consumer Portal User Interface and Practice Portal User Interface configuration and use for System Administrators. Netsmart will conduct one (1) Train-the-Trainer session, up to four (4) hours, to review the myHealthPointe Practice Portal User Workflow.
Testing	During the Configuration and Validation Phases of the Implementation, Client will review training collateral to test and validate competency in the myHealthPointe system and ensure functionality is working as expected with necessary workflows by the agreed upon Train-the-Trainer date.
Go-Live	The Go-Live event will occur once training has been completed and client user logins have been created for the project team. Netsmart will provide Go-Live support for up to two (2) weeks from the start of the Go-Live event.
Scope Exclusions	The following items are excluded from the scope of this Agreement, including but not limited to: • Phased Go-Live support • Enhancement Requests submitted through the Innovation Request Portal • Any associated CareRecord and other relevant solution configuration is the responsibility of the client team

Telehealth

Netsmart Telehealth	Scope of Services
Netsmart Telehealth offers the ability to conduct virtual appointments with hosted video-based sessions.	
Prerequisites	• Client environments are on the latest generally available releases • Client has purchased the appropriate subscriptions and services for the Telehealth solution agreeing to the terms in the Scope of Work
Project Launch	The Project Launch call will cover the following topics: • Provide Solution Demo • Review Telehealth Technical Requirements • Review Scope of Work • Introduce Project Playbook and Client Workbook • Review and confirm timeline • Discuss project expectations • Schedule implementation meetings
Configuration	Netsmart will be responsible for the following configuration in one (1) non-Production environment and one (1) Production (LIVE) environment: • Telehealth Workbook Configuration Changes by Train-the-Trainer ○ Telehealth Client Notification Configuration of up to three (3) additional Languages
Training	Netsmart will conduct one (1) Admin Training, up to 90 minutes, for up to 15 users. Topics covered include: • Reports • Roles and Permissions • User Credentialing • Technical Requirements Netsmart will conduct one (1) Configuration training, up to 90 minutes, for up to 15 users. Topics covered include: • 1:1 Visits • Group Visits • Meet Now Visits Netsmart will conduct one (1) Configuration training, up to 90 minutes, for up to 15 users. Topics covered include: • Triage/Front Desk Dashboard • Virtual Hub • Virtual Practice Netsmart will conduct one (1) Troubleshooting training, up to 90 minutes, for up to 15 users to cover Telehealth recommended practices. Netsmart will conduct one (1) Train-the-Trainer training, up to 90 minutes, for up to 15 users to cover the Client Telehealth Workflow. Client team will provide the required technical resources and conduct End User Training sessions.

Testing	During the Configuration and Validation Phases of the Implementation, Client will review training collateral to test and validate competency in the Telehealth Non-Production and Production (LIVE) systems to ensure functionality is working as expected with necessary workflows by the agreed upon Train-the-Trainer date.
Go-Live	The Go-Live event will occur once all training and Telehealth Workbook Configuration Changes have been completed in the Production environment. Netsmart will provide Go-Live support for up to two (2) weeks from the start of the Go-Live event.
Scope Exclusions	The following items are excluded from the scope of this Agreement, including but not limited to: • Phased Go-Live support • Enhancement Requests submitted through the Innovation Request Portal • Any associated CareRecord and other relevant solution configuration is the responsibility of the Client team

Data Warehouse

Data Warehouse	Scope of Services
Prerequisites	• VPN is required • Tri-City will create a Test Validation Plan to be used for testing • Identify who will need access to Data Warehouse (DW) server for data analysis and report writing. • Provide email group to deliver success and errors from DW console nightly sync.
Netsmart Responsibilities	• Provision SQL server on Netsmart-hosted environment, including database, user and security settings, and network Firewall rules. • Install Data Warehouse (DW) Middleware • Manage the implementation of the VPN Concentrator for direct network access • Input the myAvatar NX DW Inc user into the DW Middleware • Define scheduled DW export within the DW Middleware – typically each night at a time specified by Tri-City • Confirm initial data download from IRIS DB to target SQL server • Troubleshoot initial data download issues, if applicable • Conduct one meeting to train Tri-City staff to update/add DW Tables and Download schedule • Provide connection setup to hosted SQL server and Username and password to access DB.

Tri-City Responsibilities	• Manage the implementation of the VPN Concentrator for direct network access • Update myAvatar NX DW Inc user in myAvatar NX to indicate what tables will be selected to be extracted from myAvatar NX • Confirm initial data download from IRIS DB to target SQL server based on selected tables • Troubleshoot initial data download issues, if applicable

Web Services

Web Services	Scope of Services
The myAvatar NX Web Services package will allow Tri-City to call the APIs published by Netsmart from custom code written outside of myAvatar NX.	
Web Services Capabilities	Netsmart will provide access to the following Web Services: • myAvatar NX RADplus Web Services • myAvatar NX PM Web Services • myAvatar NX CWS Web Services
Configuration	No configuration or implementation services will be provided.
Training	myAvatar NX Web Services training documentation is available online via the Netsmart Resource Center. • Tri-City may purchase the Web Services virtual training course offered quarterly through Netsmart learning services • Course has a per-person fee that can be purchased through your Client Alignment Executive once implemented.

ScriptLink

ScriptLink	Scope of Services
ScriptLink allows Tri-City to use custom programming to retrieve and update information from any Form Designer form in myAvatar NX.	
Training	Netsmart provides documentation about ScriptLink online via the Netsmart Resource Center (NRC). Tri-City may purchase Netsmart's "Introduction to ScriptLink" course which is a 4-hour virtual course offered quarterly by the Netsmart Learning Services team. • The course has a per person fee that can be purchased through your Client Alignment Executive during implementation.
Prerequisites	Tri-City must also purchase webservices to fully utilize ScriptLink outside of myAvatar NX. VPN may be required.

<u>Billing Solution Implementation Details</u>

RevConnect Clearinghouse

RevConnect SOW Workflow	EDI/RevConnect	Client
837/835 Claims Processing		

Establish weekly onboarding calls	X	X
Provide active payer list		X
Provide billing NPI, Tax ID, Medicaid Provider ID and PTAN		X
Identify administrative user(s) for RevConnect portal management		X
Create client profiles for all billable providers and billing locations	X	
Set-up and provide a RevConnect sFTP site and access for secure file transfers	X	
Prepare 837 payer enrollment agreements	X	
Prepare 835 payer enrollment agreements	X	
Assist client in the completion of payer enrollment agreements • Client will be required to sign enrollment forms (signee must be registered with the payer) • Client may be required to enroll through the payer portal – client login credentials may be required	X	X
Submit enrollment agreements to payers	X	X
Track the Payer agreements for approval	X	X
Provide Payer IDs and Companion Guides needed for CareRecord configuration	X	
Make necessary configurations changes to CareRecord if required		X
Generate 837 files for testing		X
Create a claim testing environment for go-live preparation	X	
Assist Client in the Claims Testing Process	X	X
Identify clearinghouse edits / rejections • Client is responsible for configuring CareRecord to accommodate edits	X	X
Set-up production environment for LIVE claims processing	X	
Assist with the RevConnect submission of the first LIVE billable claim per payer	X	X
Track the first LIVE billable claim per payer for claim status	X	X
Conduct remote RevConnect user training	X	
Provide ongoing EDI / RevConnect client support	X	

RevConnect SOW Workflow	EDI/RevConnect	Client
270/271 Batch Eligibility		
Provide active payer list		X
Provide billing NPI, Tax ID, Medicaid Provider ID and PTAN		X
Identify administrative user(s) for RevConnect management		X
Create client profiles for all billable providers and billing locations	X	
Set-up and provide RevConnect sFTP site access for secure file transfers	X	
Prepare 270 payer enrollment agreements	X	
Assist client in the completion of payer enrollment agreements • Client will be required to sign enrollment forms (Signee must be registered with the payer) • Client may be required to enroll through the payer portal – client login credentials may be required	X	X
Submit enrollment agreements to payers	X	X
Track the payer agreements for approval	X	X
Provide Payer IDs and Companion Guide needed for CareRecord configuration	X	

Make necessary configurations to CareRecord if required		X
Generate 270 files for testing		X
Set-up production environment for LIVE eligibility file processing	X	
Test 270 file through the RevConnect sFTP	X	
Identify any 270 processing errors Client is responsible for configuring CareRecord to resolve errors	X	X
Conduct remote RevConnect user training	X	
Provide ongoing EDI / RevConnect client support	X	

PATIENT LIABILITY STATEMENTS

	RCM	Client	Frequency
Develop statement format localized to client requirements for the following: Address Standardization Barcode fonts Custom logos Signature fonts or scanned signature Custom 501R message	X		One Time
Develop process document for statement cycle and protocol for statement generation/method	X		One Time
Sign off on statement template and process for Production		X	One Time
Submit and Approve postproduction changes at an additional fee		X	As appropriate
Generate statement report from CareRecord and send file via defined sftp		X	As Defined
Create statements and prepare them for distribution (mail/text/email)	X		As Defined
Provide the following reporting related to statements generated: File submission/Confirmation State Filtering Presorting Undelivered File Report	X		As Defined
Mail Statements included processing: Standard fold with BRE/CRE Insertion of document and BRE/CRE Indicia/permit mailing (1st class mail)	X		All Statements
Mail Statements included components: Paper - One-page simplex color printing 81/2 X11 BRE/CRE - #9 white standard window security tint reply envelope OSE - #10 white standard window security tint outgoing envelope	X		All Statements

National change of address (NCOA) registry run against all statements in the physical mail method. NCOA charges apply to all statements where a change of address is found.	X		All Statements

Augmented Intelligence (AI) Implementation Details

Bells Solutions Currently Marked as Optional per the Purchase Agreement

Bells Documentation Assistant

Bells Documentation Assistant	Scope of Services
Bells Documentation Assistant - A complete mobile and desktop integrated solution to increase efficiency in preparing for and during client sessions. The mobile application enables work to continue while offline. Bells Documentation Assistant acts as a companion to the Netsmart CareRecord.	
Prerequisites	• Client environments are on the latest generally available releases • Client has purchased the appropriate subscriptions and services for Bells Documentation Assistant agreeing to the terms in the Scope of Work
Project Launch	The Project Launch call will cover the following topics: • Provide solution demo • Review Scope of Work • Introduce Project Workbook • Review and confirm timeline • Discuss project expectations • Schedule weekly meetings

Configuration	Netsmart will be responsible for the following configuration in one (1) Bells TRAIN environment and one (1) Bells Production (LIVE) environment:
	• Up to 10 Drop Ins
	• Up to 10 Expansions
	• Up to 10 Clinical Recommendations and Validations
	• Native Language Translation Selection
	• Up to five (5) Client Note Forms (Individual or Group)
	    ○ Up to five (5) Custom Note Sections per Client Note Form
	    ○ External Signature Capture as needed for the forms within scope

Configuration Validation	Netsmart will conduct up to three (3) Consultation Calls to review, validate, and test system configuration. Following the conclusion of the last Consultation Call, Netsmart will conduct one (1) Final Review call to finalize configuration.
Training	Netsmart will conduct the training sessions below in the Client's Bells TRAIN environment. Agendas will be provided before the scheduled sessions. Netsmart will conduct up to four (4) Admin Trainings, up to two (2) hours each, for up to 15 users.

	Netsmart will conduct one (1) Train-the-Trainer Session, up to four (4) hours, including Web Application and Mobile Application for up to 15 users. Netsmart will conduct one (1) End User Training session, up to four (4) hours long, including Web Application and Mobile Application training, for up to 15 users.
Testing	Integration Testing will take place over the course of four (4) weeks. During the Integration Testing period, Netsmart will conduct up to three (3) consultation calls to review, validate, and test system configuration. Following the conclusion of the last consultation call, Netsmart will conduct one (1) Final Review call to finalize configuration and conclude the Integration Testing period.
Go-Live	The Go-Live event will occur when the solution is moved into productive use by the end user population. Netsmart will hold daily check-in calls for the first three (3) days of Go-Live and will provide Go-Live support for up to three (3) weeks from the start of the Go-Live event. Once all deliverables in scope have been completed, Client Success and Support will be notified that client is live on Bells Documentation Assistant. Client will be notified that Support will investigate any future cases.
Scope Exclusions	The following items are excluded from the scope of this Agreement, including but not limited to: • Enhancement Requests submitted through the Innovation Request Portal • Phased Go-Live support • Any associated EHR and/or other relevant solution configuration is the responsibility of the Client team

Bells Virtual Scribe

Bells Virtual Scribe	Scope of Services
Bells Virtual Scribe uses advanced ambient listening technology to transform clinical documentation. Powered by augmented intelligence, Bells Virtual Scribe captures conversations and converts them into accurate transcripts and summaries, aimed at reducing documentation time and effort.	
Delivery	**Setup and Configuration:** Netsmart will collaborate with the Client to set up and configure the Bells Virtual Scribe solution. Any associated EHR and other relevant solution(s) configuration is the responsibility of the Client team. **Implementation Support:** Netsmart will provide resolution to Netsmart related issues within the implementation and functional use of Bells Virtual Scribe.
Key Deliverables	**Assumptions:** Client has purchased the appropriate subscriptions and services for Bells Virtual Scribe solution, agreeing to the terms in the statement of work. **Key Deliverables:** • Bells Virtual Scribe functionality • The Project Workbook and Plan will outline implementation deliverables
Implementation Tasks	A Project Workbook and Plan following Plexus Foundations implementation methodology will be finalized during the Project Initiation phase to guide activities.

	Phase: Initiation • Project Kickoff – Client will work with Netsmart Project Team to create timeline, schedule meeting dates and confirm finalized Project Workbook • Netsmart Project Manager will own project meeting invitations and provide Client with Workbook signoff **Phase: Configuration and Validation** • Client will work with Netsmart Project Team to configure, validate and train to Best Practice Workflow • Client will collaborate with Netsmart Project Team to receive Workflow training and demonstrate competency in Best Practices that reflect jointly developed Use Cases • If needed, a Bells Train and Live environment will be created for the Client. Initial configuration is typically put in Bells Train prior to moving to Bells Live **Phase: Adoption** • Adoption Acceptance Criteria – Client Signoff on Bells Virtual Scribe configuration, validation and training is required • Operational Adoption Plan for Bells Virtual Scribe utilization is published by the Client • Go-Live and Transition to Support – Production Go-Live is completed and Client is officially transitioned to Netsmart Support
Production Go-Live and Adoption	Production Go-Live occurs when configuration, validation and training is completed in the Production environment as defined in the Project Plan. **Objectives** • Begin functional use of Bells Virtual Scribe in Production • Transition from Netsmart Project Team to Netsmart Support **Client responsibilities** • Complete and execute Go-Live plan • Publish Operational Adoption Plan for Bells Success and Support • Train additional End Users • Sign Project Acceptance Document signifying completion • Client Administrators attend monthly Bells feedback sessions **Netsmart responsibilities** • Support Go-Live • Document Go-Live issues • Transition to Netsmart support for relevant applications

Bells Quality Coach

Bells Quality Coach	Scope of Services
Bells Quality Coach is an augmented intelligence platform that acts as a coach for quality assurance and improvement teams. As a quality coach, Bells can assist teams who would rather spend their time improving the organization's quality	

and compliance than reviewing notes to determine the gaps in quality. Users can review up to 100% of notes with organization-defined criteria, saving time and improving visibility into issues.	
Prerequisites	• Client environments are on the latest generally available releases • Client has purchased the appropriate subscriptions and services for Bells Quality Coach agreeing to the terms in the Scope of Work
Project Launch	The Project Launch call will cover the following topics: • Provide solution demo/training • Review Scope of Work • Introduce Project Workbook • Review and confirm timeline • Discuss project expectations • Schedule project meetings
Configuration	Netsmart will be responsible for the following configuration in one (1) Bells TRAIN environment and one (1) Bells Production (LIVE) environment. • Netsmart will assist the agency with configuring up to three (3) Quality Questionnaires in the Client's Bells TRAIN environment.
Testing	During the Integration Testing event(s), Client will test in their system and ensure functionality is working as expected with necessary workflows. Two (2), 30-minute check-in calls will be scheduled within two (2) weeks to discuss testing and any items that need further investigation or discussion. Netsmart and Client will utilize a tracking spreadsheet to outline any findings from the event.
Go-Live	The Go-Live event will occur when the solution is moved into productive use by the end user population. Netsmart will provide Go-Live support for up to two (2) weeks from the start of the Go-Live event.
Scope Exclusions	The following items are excluded from the scope of this Agreement, including but not limited to: • Enhancement Requests submitted through the Innovation Request Portal • Phased Go-Live support • Any associated EHR and/or other relevant solution configuration is the responsibility of the Client team

Netsmart prioritizes providing accurate and transparent pricing to our clients. In this case, our pricng is based on 83 concurrent users requiring access to the EHR.

Our commitment is to work collaboratively with your team to architect a pricing, integration, and solution framework that meets your organization's business objectives and budgetary considerations. We value this partnership, as well as the impact Tri-City Mental Health has across LA County and look forward to continuing our collaboration in order to achieve your strategic goals.

Required Items						
Software / Implementation One Time Fees	**Pricing Metrics**	**Year 1**				
myAvatar EHR Implementation & Cloud Setup (Including Data Conversion, LDMH/IBHIS, Financial Workbook Assistance, Document Capture - Perceptive, Claims Testing & 6 Month Post Go-Live RCM)		$ 261,043.00				
ePrescribing Implementation		$ 12,175.00				
Medical Note (Psychiatry)		$ 15,600.00				
RevConnect Integrated Clearinghouse		$ 2,500.00				
Total Software / Implementation One Time Fees		**$291,318.00**				
Annual Recurring Fees		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
myAvatar EHR (California Practice Management, Diagnosis Content on Demand, AMA CPT Code, Scriptlink, Web Services, Enterprise Data Warehouse, Document Capture - Perceptive)	83 Concurrent Users / 250 Named Users	$179,538.59	$ 355,885.81	$ 355,885.81	$ 355,885.81	$ 355,885.81
Medical Note (Psychiatry)	6 Psychiatrists	$ 1,552.32	$ 3,344.58	$ 3,344.58	$ 3,344.58	$ 3,344.58
Interoperability Suite (LANES HIE Connection, 2 eLab Connections, Integrated internal & external referrals/CCD messaging)	2 Lab Connections - LabCorp & Quest	$ 15,756.15	$ 33,947.68	$ 33,947.68	$ 33,947.68	$ 33,947.68
KPI Dashboard		$ 8,731.27	$ 18,812.11	$ 18,812.11	$ 18,812.11	$ 18,812.11
Client Engagement Portal		$ 7,579.68	$ 16,330.92	$ 16,330.92	$ 16,330.92	$ 16,330.92
Netsmart Telehealth	Up to 500 hours/month	$ 5,392.49	$ 11,618.48	$ 11,618.48	$ 11,618.48	$ 11,618.48
ePrescribing with EPCS & California PDMP	6 Prescribers / 12 Non-Prescribers	$ 5,592.98	$ 12,050.52	$ 12,050.52	$ 12,050.52	$ 12,050.52
RevConnect Integrated Clearinghouse	2 NPIs	$ 3,128.40	$ 6,740.35	$ 6,740.35	$ 6,740.35	$ 6,740.35
Sub-total Software Recurring Fees		**$227,271.87**	**$458,730.46**	**$458,730.46**	**$458,730.46**	**$458,730.46**
Required Total		**$518,589.87**	**$458,730**	**$458,730**	**$458,730**	**$458,730**
Optional Items						
One Time Implementation Fees:		**Year 1**				
Bells Implementation		$ 12,960.00				
Total Software / Implementation One Time Fees		**$12,960.00**				
Annual Recurring Fees:		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Bells Documentation Assistant and Quality Coach		$ 34,581.19	$ 69,162.39	$ 69,162.39	$ 69,162.39	$ 69,162.39
Bells Virtual Scribe	Up to 1,000 hours/month	$ 18,864.00	$ 37,728.00	$ 37,728.00	$ 37,728.00	$ 37,728.00
Total Software / Implementation One Time Fees		**$53,445.19**	**$106,890.39**	**$106,890.39**	**$106,890.39**	**$106,890.39**
Additional Total		**$66,405.19**	**$106,890**	**$106,890**	**$106,890**	**$106,890**

* Subject to annual increase as per master agreement and does not include travel costs.

Consideration of Resolution No. 862 to Approve Agreement with Netsmart Technologies, Inc. and authorize the Executive Director to execute the Agreement with Netsmart Technologies, Inc

Agenda Report

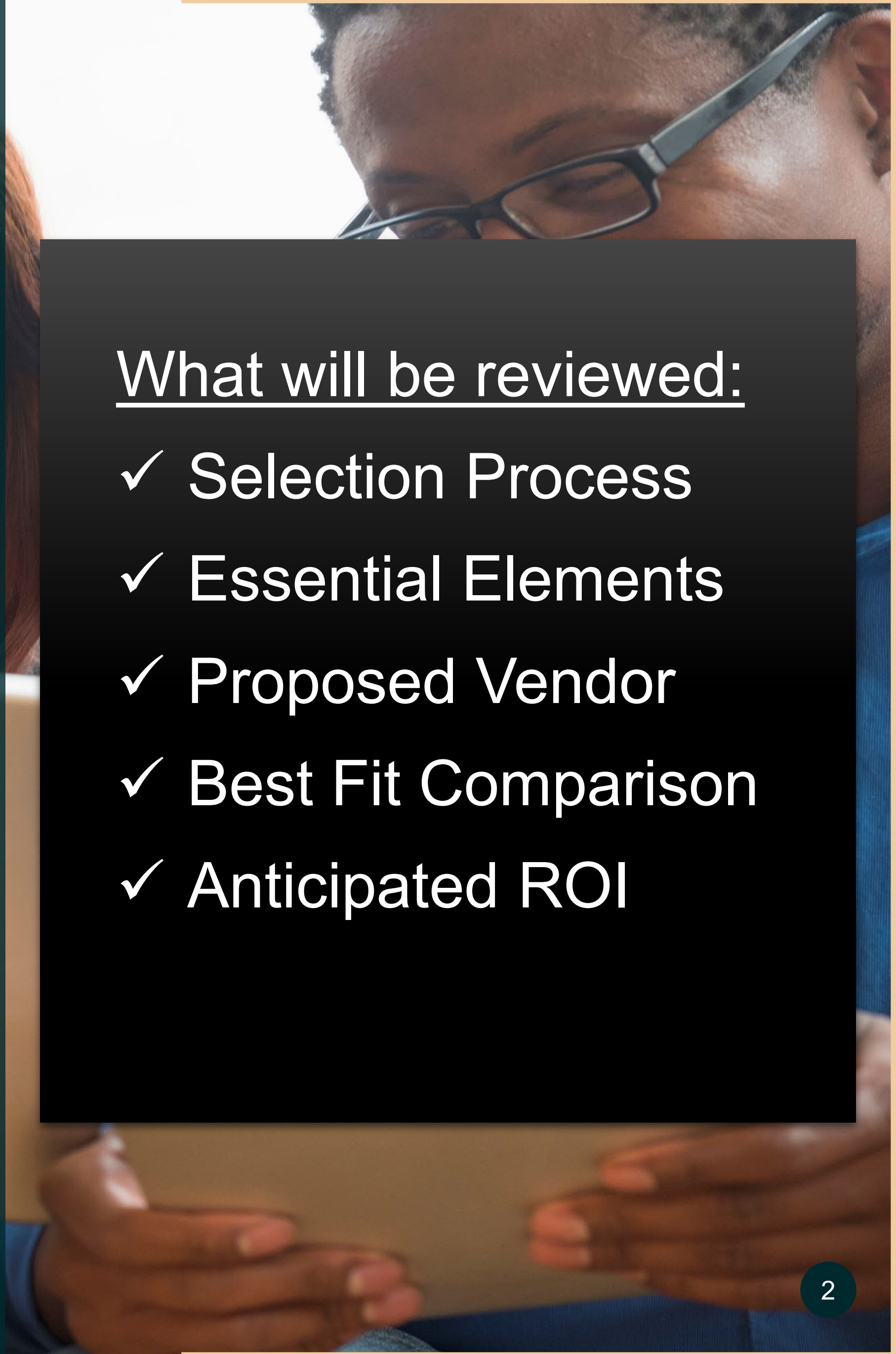
SUMMARY OF AGENDA ITEM

- Goal: Select a new Electronic Health Record (EHR) system that meets our agency needs.

- Reason: Based on an internal review process we determined that our existing HER system is no longer adequate to meet our client care and operational needs.

If approved, the proposed EHR solution would replace the current EHR system

Note: Standard implementation of an EHR takes about 12 months.



What will be reviewed:

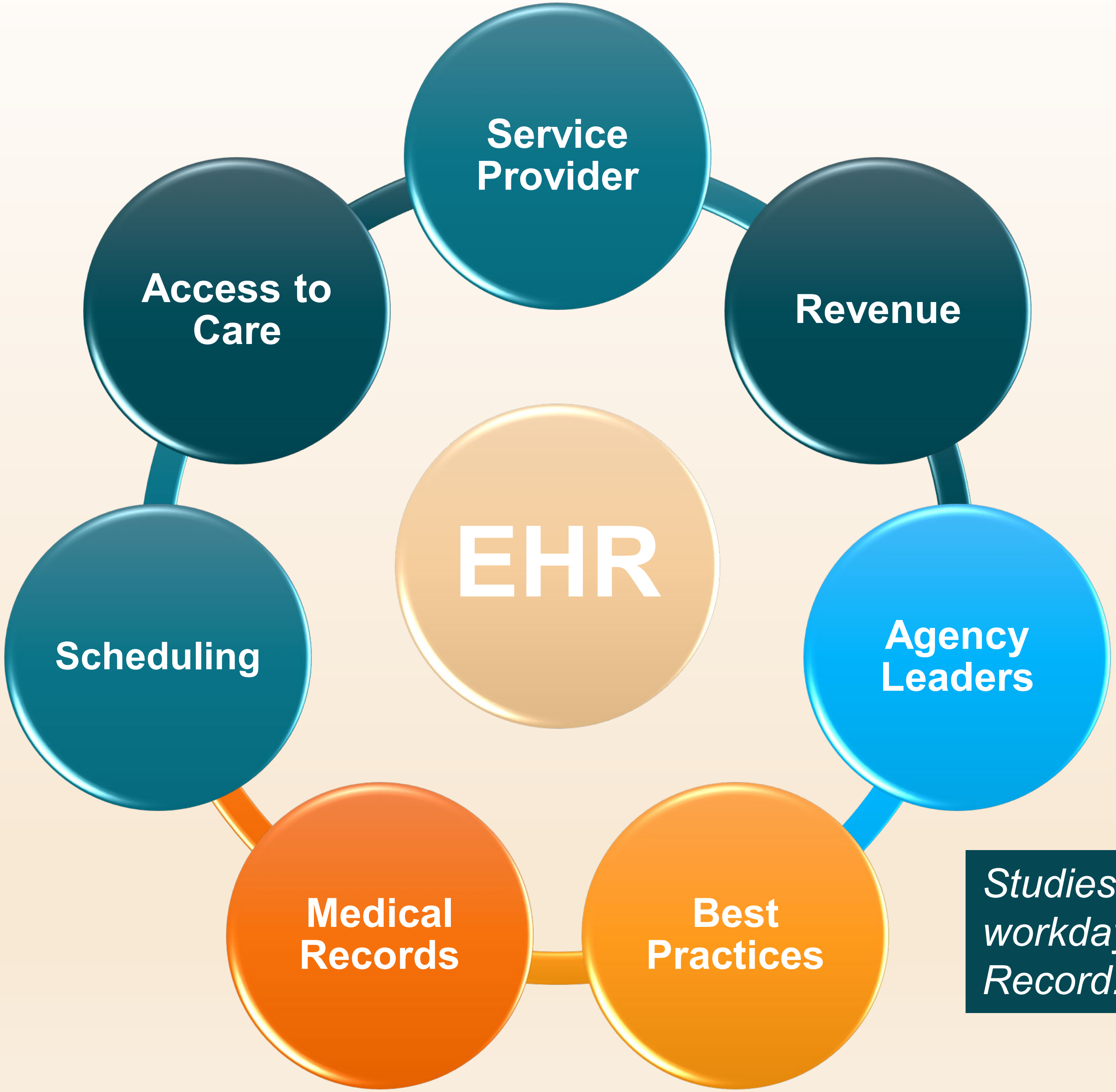
- ✓ Selection Process
- ✓ Essential Elements
- ✓ Proposed Vendor
- ✓ Best Fit Comparison
- ✓ Anticipated ROI

FUNCTION OF AN EHR

An electronic health record (EHR) is a comprehensive digital record of client's health history. Includes:

- Patient registration and demographics
- Scheduling/Appointments
- Clinical documentation and charting
- Electronic prescribing and medication management
- Ordering Labs and Receiving Results
- Billing/Revenue Cycle
- Reporting and Tracking
- Client Portal

EHRs are vital to patient care and can improve client care coordination, client safety , decision making, and client engagement.



WHO USES THE EHR?

Studies show that staff can spend up to half of their workday (or more), engaging with an Electronic Health Record.

EHR SELECTION PROCESS

1. Assess Needs & Budget Resources
2. Form Steering Committee
3. Research Vendors, Engage Demos, Check References
4. Vendor Evaluation and Selection Process
5. Legal Contract Review
6. Propose Selection to Board

ESSENTIAL ELEMENTS (MUST HAVES)

- Required Core Functions
- System Sustainability
- Organizational Fit/Scalability
- Technical Requirements/Compatibility/Integration/Interoperability
- Design, Usability & Workflow fit for Outpatient Behavioral Health/TC
- Internal Controls for Compliance (Regulatory, Fiscal, Quality)
- Reporting & Analytics
- Onboarding, Implementation and Support Approach

PROPOSED EHR

Earned <u>Top client-rated Behavioral Health EHR vendor</u> by Black Book Market Research in 2025 for 9th consecutive year

- **Over 50 years of experience in healthcare technology**
- **Certified under the ONCs Health IT Certification Program**

**** Office of the National Coordinator for Health Information Technology***

- **Widely used by community mental health provider**
- **Strong integration and interoperability with Los Angeles County Department of Mental Health**

Netsmart

COMPARISON OF 'BEST FIT' FOR AGENCY NEEDS

Existing EHR	Essential Elements	Netsmart EHR
★	☑ Required Core Functions	★
⚠	☑ System Sustainability	★
⚠	☑ Organization Fit/Scalability	★
✓	☑ Technical Requirements/Integrations	★
⚠	☑ Design, Usability & Workflow Fit for Outpatient Behavioral Health	★
⚠	☑ Internal Controls for Claiming and Documentation Compliance	★
⚠	☑ Data, Reporting, & Analytics	★
⚠	☑ Onboarding & Implementation Approach	★
★	✪ System Reliability/Uptime (Technical)	★
✓	✪ Role Based Security	★
✓	✪ Integration with LACDMH and LASAPC	★
✓	✪ Embedded Telehealth	★
⚠	✪ Customizability	★
⚠	✪ Automated Appointment Reminders	★

PRICING

	Existing EHR	Netsmart
Implementation Cost	**$270,436***	**$584,995**
System Annual Cost	**$146,616***	**$565,612**
Supplemental EHR	$44,762	N/A
Supplemental Telehealth	$60,000 (approx.)	Included
Supplemental Automated Appointment Reminders	$3,000	Included
Supplemental Remote Signature Collection	$36,353	Included
Total Annual Cost	**$290,731***	**$565,620**

**Pricing is reflective of the 2019 market*

ANTICIPATED RETURN ON INVESTMENT

Operational

- Improved workflow efficiency
- Reduced redundancy
- Improved staff satisfaction & staff retention

Patient Care

- Improved client care & better care coordination

Fiscal/Compliance

- Reduced claim errors/denial
- Improved compliance monitoring
- Improved audit readiness

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **May 20, 2026**

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

FROM: **Ontson Placide, Executive Director**

BY: **Liz Renteria, Chief Clinical Officer**

SUBJECT: **Approving The Amendment to Behavioral Health Student Services Act (BHSSA) Grant Agreement No. 21MHSOAC061 In the Amount Of $5,227,204.00 With the California Commission for Behavioral Health (CBH); And Authorizing the Executive Director to Execute the Amendment and Any Amendments Thereafter**

Summary:

The California Commission for Behavioral Health (CBH) is updating the Behavioral Health Student Services Act (BHSSA—formerly Mental Health Student Services Act/MHSSA) grant to expand, enhance, and/or extend existing substance use disorders (SUD) support. CBH is awarding Tri-City Mental Health Authority (TCMHA) additional funds to increase access to and awareness of both school-based and community-based SUD supports, including resource linkage and navigation within TCMHA's behavioral health continuum of care. Staff respectfully request approval from the Governing Board to accept additional BHSSA funds amounting to $375,000.

Background:

In March 2022, TCMHA accepted an MHSSA (now BHSSA) grant from the California Mental Health Services Oversight and Accountability Commission (now CBH) 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 grant project, TCMHA 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.

This new BHSSA SUD program and subsequent funding will allow TCMHA to work towards expanding, enhancing, and/or extending existing SUD supports with project partners—local education agencies that include Pomona Unified School District, Claremont Unified School District, Bonita Unified School District, and The School of Arts and Enterprise. Additional efforts include increasing awareness of school-based and community-based SUD supports and resources across TCMHA's behavioral health continuum of care. The grant term is also being extended from December 31, 2026 to June 30, 2028.

Fiscal Impact:

The additional amount of $375,000.00 for SUD support will increase the previous BHSSA grant total of $4,852,204.00 to $5,227,204.00.

Recommendation:

Staff recommend the Governing Board accepts additional BHSSA funds for SUD support totaling $375,000 through June 30, 2028.

Attachments

Attachment 15-A: Resolution No. 862 - Draft
Attachment 15-B: Standard Agreement Amendment
Attachment 15-C: Exhibits A (Scope of Work), B (Budget Detail and Payment Provisions), and C (General Terms and Conditions)

RESOLUTION NO. 862

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE AMENDMENT TO BEHAVIORAL HEALTH STUDENT SERVICES ACT (BHSSA) GRANT AGREEMENT NO. 21MHSOAC061 IN THE AMOUNT OF $5,227,204.00 WITH THE CALIFORNIA COMMISSION FOR BEHAVIORAL HEALTH (CBH); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY AMENDMENTS THEREAFTER

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to sign Amendment to Grant Agreement No. 21MHSOAC061 in the amount of $5,227,204.00 under the BHSSA with the CBH.

B. The aim of BHSSA Substance Use Disorder (SUD) program is to expand, enhance, and/or extend existing SUD supports by increasing access to and awareness of both school-based and community-based SUD supports, including resource linkage and navigation within TCMHA's behavioral health continuum of care.

2. Action

The Governing Board approves BHSSA Amendment to Grant Agreement No. 21MHSOAC061, accepts the amount of $5,227,204.00, and authorizes the Executive Director to execute the Amendment to Grant Agreement with the CBH.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on May 20, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

ONTSON PLACIDE, EXECUTIVE DIRECTOR

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED ______ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21MHSOAC061	02	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Tri-City Mental Health Authority

2. The term of this Agreement is:

START DATE

03/22/2022

THROUGH END DATE

6/30/2028

3. The maximum amount of this Agreement after this Amendment is:

$5,227,204.00 (Five million two hundred twenty seven thousand two hundred four dollars and no cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment 2:
- Amends Exhibit A and Exhibit B
- Replaces Exhibit C in its entirety
- Extends the contract end date from December 31, 2026 to June 30, 2028
- Adds funds

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike-through.

The following Exhibits are attached and hereby incorporated and made part of this Agreement:
- Exhibit A Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C General Terms and Conditions

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tri-City Mental Health Authority

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1717 N. Indian Hill Blvd., Suite B	Claremont	CA	91711

PRINTED NAME OF PERSON SIGNING	TITLE
Ontson Placide	Executive Director
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID:

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED ______ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21MHSOAC061	02	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Behavioral Health Services Oversight and Accountability Commission			
CONTRACTING AGENCY ADDRESS 1812 9th Street	CITY Sacramento	STATE CA	ZIP 95811
PRINTED NAME OF PERSON SIGNING Brenda Grealish	TITLE Executive Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) WIC 5897 (f)		

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the ~~Mental~~**Behavioral** Health Student Services Act (~~M~~**B**HSSA)
2. Funding. This grant is funded under the ~~Mental~~**Behavioral** Health Services Act (~~M~~**B**HSA). This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow ~~M~~**B**HSSA requirements at WIC Section 5886 *et seq*. and the requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to ~~mental~~**behavioral** health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application), and RFA_MHSSA_003, Addendum 2 (RFA3) and Grantee's application submitted in response to RFA_MHSSA_003 (Grantee Application 3). The RFAs and Grantee Applications are incorporated by reference and made part of this Agreement as if fully attached hereto.

2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq*., including outreach to the targeted population; and with the requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

3. Record Retention. Records must be retained for at least five (5) years after the date on which the funding source expires. At the time of Agreement execution, the date of funds expiration was ~~December 31, 2028~~, **June 30, 2028** but the parties understand that this is subject to change.

Funding (*RFA, Section V.E*)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with the requirements in the RFA and the ~~M~~**B**HSSA as approved by the Commission

2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
   a) Program Development: Funds are available to be invoiced once the contract is executed
   b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
   c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
   d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (RFA, *Section VII. ~~VIII.~~ A.*)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis**, or as requested by the Commission** ~~in accordance with the dates shown in Table 1: Reporting Dates.~~

Data Reporting (*RFA, Section VII A.*)

1. Program Data. Grantee shall report ~~the following data quarterly following the dates listed in Table 1: Reporting Dates.~~ data ~~shall be reported~~ in a form and manner to be provided by the Commission**, including specifications and deadlines.** ~~Data elements shall include at least the following:~~
   ~~a) Number of students screened and not referred to services~~
      ~~1. Number of students on the Free and Reduced-Meal Program~~
      ~~2. Grade/Number in each grade~~
      ~~3. Age/Number is each age group~~
      ~~4. Primary Language/number in each primary language~~
      ~~5. Ethnicity/number in each ethnicity~~
      ~~6. Number of students suspended/expelled~~
      ~~7. Number of students who dropped out~~
      ~~8. Number of students with IEP/504~~
      ~~9. Number of students in foster care~~
      ~~10. Number of students that have been in juvenile hall~~
   ~~b) Number of students screened and referred to services~~
      ~~1. Number of students on the Free and Reduced-Meal Program~~
      ~~2. Grade/Number in each grade~~
      ~~3. Age/Number is each age group~~
      ~~4. Primary Language/number in each primary language~~
      ~~5. Ethnicity/number in each ethnicity~~

~~6. Number of students suspended/expelled~~
~~7. Number of students who dropped out~~
~~8. Number of students with IEP/504~~
~~9. Number of students in foster care~~
~~10. Number of students that have been in juvenile hall~~

~~c) Number of trainings provided to teachers, administrators, and parents~~
~~d) Number of school mental health partnership coordination activities with other interested parties~~

~~**Table 1: Reporting Dates**~~

~~**Report**~~	~~**Reporting Period**~~	~~**Due to Commission***~~
~~1~~	~~Agreement Start Date – February 28, 2022 (depends on date of execution)~~	~~April 8, 2022~~
~~2~~	~~March 1, 2022 – May 31, 2022~~	~~July 8, 2022~~
~~3~~	~~June 1, 2022 – August 31, 2022~~	~~October 7, 2022~~
~~4~~	~~September 1, 2022 – November 30, 2022~~	~~January **9** XX, 2023~~
~~5~~	~~December 1, 2022 – February 28, 2023~~	~~April **7** XX, 2023~~
~~6~~	~~March 1, 2023 – May 31, 2023~~	~~July **10** XX, 2023~~
~~7~~	~~June 1, 2023 – August 31, 2023~~	~~October **9** XX, 2023~~
~~8~~	~~September 1, 2023 – November 30, 2023~~	~~January **8** XX, 2024~~
~~9~~	~~December 1, 2023 – February 29, 2024~~	~~April **8** XX, 2024~~
~~10~~	~~March 1, 2024 – May 31, 2024~~	~~July **9** XX, 2024~~
~~11~~	~~June 1, 2024 – August 31, 2024~~	~~October **8** XX, 2024~~
~~12~~	~~September 1, 2024 – November 30, 2024~~	~~January **8** XX, 2025~~
~~13~~	~~December 1, 2024 – February 28, 2025~~	~~April **8** XX, 2025~~
~~14~~	~~March 1, 2025 – May 31, 2025~~	~~July **8** XX, 2025~~
~~15~~	~~June 1, 2025 – August 31, 2025~~	~~October **8** XX, 2025~~
~~16~~	~~September 1, 2025 – November 30, 2025~~	~~January **9** XX, 2026~~
~~17~~	~~December 1, 2025 – February 28, 2026~~	~~April **8** XX, 2026~~
~~18~~	~~March 1, 2026 – May 31, 2026~~	~~July **8** XX, 2026~~
~~19~~	~~June 1, 2026 – **August 31**, June 30, 2026~~	~~**October 8, 2026** TBD~~
~~**20**~~	~~**September 1, 2026 – November 30, 2026**~~	~~**December 8, 2026**~~
~~**21**~~	~~**December 1, 2026 – December 31, 2026**~~	~~**TBD**~~

Performance Reporting (RFA, *Section VII.A.*)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

~~2.~~ Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, or as requested~~., as shown in Table 1: Reporting Dates.~~

a. Staff Hired and count

b. Contractors hired and count
c. Goods purchased
d. Capital purchases
e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
   a. Project Plan
   b. Implementation Plan
   c. Communication Plan
   d. Refined Budget Plan (line-item detail of proposed costs)

   In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

5. **Substance Use Disorder (SUD) Program Expansion/Enhancement Reporting. Refer to 4 and 5 under "Substance Use Disorder (SUD) Program Expansion."**

Substance Use Disorder (SUD) Program Expansion

The Behavioral Health Services Act (BHSA), passed in March of 2024 and fully operative July 1, 2026, modernizes the Mental Health Services Act (MHSA) by, among other things, expanding access to services to include treatment for individuals with substance use disorders (SUD). This grant supports the goals of the BHSA by funding grantees to expand, enhance, and/or extend existing SUD supports. The aim is to increase access to, and awareness of, both school based and community-based SUD supports, including resource linkage and navigation within the county's behavioral health continuum of care.

1. **Expansion/Enhancement of Existing SUD Supports: Grantee shall expand, enhance, and/or extend existing SUD supports[1] in local education agency (LEA) schools.**

2. **Outreach & Awareness Campaign: Grantee shall design and implement an outreach and awareness raising campaign to increase awareness of**

[1] For the purpose of this grant, "SUD supports" may include but not be limited to: 1) expanding, enhancing, or extending SUD supports provided by the grantee; 2) increasing access to, and awareness of, school-based and broader SUD supports, including resource linkage and navigation to SUD services within the county's behavioral health continuum of care; 3) training and education; 4) prevention-based curricula; 5) referrals and resource connections; and 6) screening and interventions.

school-based and community-based SUD supports and resources across the county's behavioral health continuum of care.

3. **Awareness Survey: Grantee shall administer to a target group or groups[2], the Commission's Baseline SUD Awareness Survey intended to capture the target group's knowledge of both school-based and broader continuum of care SUD supports, where to access those supports, likelihood of using SUD supports when needed, and likelihood of referring others to SUD supports.**
    a) **Grantee shall administer a post SUD Awareness Survey, at least once per year, to all individuals administered the Baseline Awareness Survey.**
    b) **Grantee shall provide to the Commission SUD Awareness survey results, including:**
        1. **De-identified, baseline data survey results submitted annually using the Baseline SUD Awareness Survey reporting template provided by the Commission.**
        2. **De-identified, aggregate survey results for all individuals who participated in the Baseline SUD Awareness Survey submitted annually using the Annual SUD Awareness Survey reporting template provided by the Commission.**

4. **Workplan & Budget: Grantee shall submit a Workplan and Budget within 60 calendar days of the execution date of this amendment to the agreement. Templates will be provided by the Commission.**
    a) **The Workplan shall include the following:**
        1. **Goals, activities, and metrics of success for expansion, enhancement, and/or extension of SUD supports in LEA schools.**
        2. **A plan to carry out an outreach and awareness campaign that informs target group(s), including students, families, caregivers, and/or faculty, of school-based and broader continuum of care SUD supports.**
        3. **A plan to administer the Commission's Baseline and Post SUD Awareness Survey to defined target group(s) receiving SUD supports. This plan must include a description of the identified target group(s).**
    b) **The Budget shall include costs associated with the implementation of activities outlined in the Grantee's Workplan, including agreements with contractors, subcontractors or other community-based SUD partners to support activities outlined in the Workplan.**

5. **Quarterly SUD Report: Grantee shall submit the Quarterly SUD report within 14 days after the end of each reporting period using the Quarterly SUD Report template provided by the Commission, detailing:**
    a) **Progress made toward the defined goals, activities, plans, and metrics of success outlined in the Workplan.**

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[2] ***The target group or groups shall include, as appropriate, students, family members, caregivers, and/or school faculty/staff who will engage with SUD supports described in this second amendment to the Agreement, as outlined in the Grantee's workplan to be approved by the Commission.***

b) **Type and number of SUD supports provided during the given reporting period.**
c) **Demographic overview of individuals receiving those supports.**
d) **Any other information requested by the Commission in advance of the submission deadlines and included on the SUD Report template, if available and/or obtainable by the Grantee.**

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.

   b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.

   c) Grantee shall submit each Grant Award Claim Form to the ~~M~~**B**HSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

   Accounting@~~m~~**b**hsoac.ca.gov

2. **Budget Contingency Clause**

   a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

   b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

   c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.

   d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. **Budget Detail**
   The total amount of this Agreement shall not exceed ~~$4,852,204.00 (Four million eight hundred fifty-two thousand two hundred four dollars and no cents)~~ **$5,227,204.00 (Five million two hundred twenty seven thousand two hundred four dollars and no cents).** Payment shall be made in accordance with the payment schedule below.

4. **Payment Schedule**
Grantee was approved for a grant cycle that ~~covers the number of years listed in the chart below with funds allocated annually~~. **all grant years within the contract period**. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year, **unless Grantee, with prior written approval from the Commission, moves unspent funds forward to one or more subsequent grant years**. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

Funds Distribution		**Grant Funding**
Program Development		$50,000.00
Program Operations		
Year 1		$1,049,920.00
Year 2		$1,093,911.00
Year 3		$1,143,837.00
Year 4		$1,172,730.00
Year 5		$ 341,806.00
Year 5+ (to include SUD)		**$375,000.00**
Grant Total		~~$4,852,204.00~~ **$5,227,204.00**

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Antitrust Claims. The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below:

   a. The Government Code Chapter on Antitrust claims contains the following definitions:

      i. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

      ii. "Public purchasing body" means the Commission or the subdivision or agency making a public purchase. Government Code Section 4550.

   b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

   c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

   d. Upon demand in writing by the assignor, the assignee shall, within one year of such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

3. Approval. This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

4. Assignment. This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.

5. Audit. The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit.

6. Captions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Certification Clauses. The CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

8. Child Support Compliance Act. For any Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

   a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

   b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

9. Change of Control. In the event Grantee undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.

10. Compensation. The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. Confidentiality. Grantee shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without

written permission of the Commission, and subject to the terms and conditions of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Grantee to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.

A. Grantee shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Commission staff, Grantee's own personnel involved in the performance of this Agreement, or as required by law.

12. Grant-Contract/Agreement is Complete. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

13. Copyright. Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Grantee hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Grantee hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Grantee shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

14. Grantee-Commission Collaboration. At the request of the Commission, Grantee shall permit Commission Staff to work closely with Grantee's Staff, and Commission Staff shall be given access to Grantee's data, working papers and other written materials as needed for this purpose.

15. Counterparts. The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

16. Dispute Resolution.

a. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, BHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by certified mail with proof of receipt (see provisions for Notice above).

b. Within ten (10) calendar days of receipt of the statement described above, the Executive Director or designee shall meet Grantee's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.

c. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the Superior Court of California, County of Sacramento, or in the United States District Court for the Eastern District of California, as appropriate based on jurisdiction. The parties hereby consent to the exclusive jurisdiction and venue of such courts for resolution of any disputes under this Agreement

17. Electronic Signature. Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

18. Force Majeure. Neither the Commission nor the Grantee shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

19. Forum Selection. The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.

20. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

21. Gratuities and Contingency Fees. The Commission, by written notice to the Grantee, may terminate the right of Grantee to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Grantee as it could pursue in the event of the breach of the Agreement by the Grantee, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Grantee in providing any such gratuities to any such officer or employee.

The rights and remedies of the Commission provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The Grantee warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Grantee, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

22. Indemnification. Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, sub-grantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

23. Independent Grantee. Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

24. Information Security. The Grantee shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and it's implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

25. Inspection and Enforcement. From time to time, the Commission may inspect the facilities, systems, books and records of the Grantee to monitor compliance with the Grant. Grantee shall promptly remedy any violation of any provision of the Grant and shall certify the same to the Commission in writing. The fact that the State inspects, or fails to inspect, or has the right to inspect Grantee's facilities, systems, and procedures does not relieve Grantee of its responsibility to comply with the Agreement. The Commission's failure to detect or the Commission's detection of any unsatisfactory practices, but failure to notify Grantee or require Grantee's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Agreement.

26. Key Personnel. Grantee's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.

27. Litigation. The Commission, promptly after receiving notice thereof, shall notify the Grantee in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Grantee must provide indemnification under this Agreement.

    The failure of the State to give such notice, information, authorization or assistance shall not relieve the Grantee of its indemnification obligations. The Grantee shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

28. Loss Leader. If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Contract Code §10344(e)).

29. Commission Logo. The Commission may, in its sole discretion, grant Grantee a limited, non-exclusive, non-transferable, revocable license to use the Commission's logo bearing the name "Commission for Behavioral Health (CBH)" solely in connection with Grantee's performance of its obligations under this Agreement. All uses of the logo by the Grantee must receive prior written approval from the Commission Executive Director. Grantee understands and agrees that it must adhere to the CBH Branding Guidelines posted on the Commission's website, as a condition of usage. The Commission may revoke the license granted herein at any time, with or without cause, upon written notice to Grantee.

30. Nondisclosure. Grantee shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.

31. Non-Discrimination. During the performance of this Agreement, Grantee and its sub-grantees shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and sub-grantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such

of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Grantee and its sub-grantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

32. Notice. The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party's Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.

33. Notice of Litigation. Grantee shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.

34. Permits and Licenses. The Grantee shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

    The Grantee shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Grantee shall immediately notify the State in writing.

35. Priority Hiring Considerations. If this Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

36. Public Hearings. If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Grantee shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Grantee's proposed budget. State shall reimburse Grantee for travel of said personnel at the contract rates for such testimony as may be requested by State.

37. Public Records Act. This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 7920.000 *et seq*. Under a Public Records Act Request, Grantee may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.

38. Publications and Reports. The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.

    a. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

39. Recycling Certification. The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contract Code §12205).

40. Work Product Rights. The Grantee hereby grants the Commission with Government Purpose Rights to the Work Product produced pursuant to this Agreement. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose. Such recipients of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Grantees, California local governments, the United States Government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

41. Severability. In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

42. Small Business Participation and DVBE Participation Reporting Requirements:

    a. If for this Agreement, Grantee made a commitment to achieve a small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).

    b. If for this Agreement, Grantee made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Grantee received under the

Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).

43. State Funds. Grantee, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:
    a. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
    b. Lobbying for either the passage or defeat of any legislation.

    This provision is not intended and shall not be construed to limit any activities specified in this Agreement that are intended to inform, educate, and support advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the BHSA.

    This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Grantee as an individual or private citizen, as long as state funds are not used; nor does this provision limit Grantee from merely reporting the results of a poll or survey of its membership.

44. Subcontracts. Prior to entering any subcontract, Grantee shall obtain the Commission's prior approval. Grantee shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out. The Grantee shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Capacity, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.

45. Substitutions. Grantee's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.

46. Survival. The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, , Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.

47. Termination For Cause. The Commission may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee, pursuant to Exhibit B of this Agreement, upon demand.

48. Termination Without Cause: Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Grantee for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Grantee for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed. The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.

49. Timeliness. Time is of the essence in this Agreement.

50. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

51. Waiver. Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.

52. Worker's Compensation. Grantee hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof aCt any time the Commission may request the same.

53. Generative AI Disclosure Obligations.

    a. The following terms are in addition to the defined terms and shall apply to the Contract:
        i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64 and any updates thereto)

    b. Grantee shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

    c. Notification shall be provided to the State designee identified in this Contract.

    d. At the direction of the State, Grantee shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Grantee will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

BHSA Integrated Plan (IP) Update

DHCS Revisions Round #2

Sara Rodriguez, LMFT, MHSA Projects Manager

May 20, 2026

Purpose for Today's Presentation

1. Tri-City has received a second set of revisions to the Integrated Plan from the Department of Health Care Services

2. We wanted to advise you of these changes as quickly as possible and ask for your feedback

TRI·CITY
Mental Health

Integrated Plan Approval Process

- February 13th, IP Plan was completed and submitted to DHCS for review
- March 20th, Tri-City received feedback and requested revisions from DHCS
- April 13th, Revisions were made and draft IP posted for 30- day comment period

- **All IP's are reviewed and approved by the Department of Health Care Services (DHCS)**

- April 14th, Public Hearing and Board Approval ; submission of approved draft to DHCS
- April 27, Tri-City received 2nd round of revisions from DHCS
- New questions on Care Court were added and a BHSS program was denied funding

1

3 “newly added” questions on Care Court

CARE Court creates a **court-supervised care plan** (up to 12 months, extendable to 24) that requires counties to provide behavioral health treatment, medication support, social services, and housing assistance. It is **not** a criminal process — no one goes to jail through CARE Court.

The goal is early intervention for people whose mental illness is so severe that they cannot stabilize on their own.

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Local CARE Act Implementation

1. Identify the specific service components within your 3-year Integrated Plan that will support CARE participants. Explain how the county will ensure these individuals receive priority access and specialized coordination within the broader behavioral health continuum, including housing if appropriate.

DHCS Comment:
This section has been recently added to the Integrated Plan. Please provide responses in your resubmission.

Accordingly, Tri-City's CARE Court integration will be implemented in coordination with and through LACDMH's established CARE Court infrastructure, consistent with statewide CARE Act requirements and County-designated processes. This approach ensures system alignment, avoids fragmentation, and maintains compliance with the County's role as the legally responsible entity for CARE Court intake, eligibility determination, court coordination, and treatment plan oversight.

Service components, priority access, and specialized coordination: CARE Court participants will be supported through TCMHA's Direct Link Outreach Program, Assertive Field-Based Teams, Full-Service Partnership (FSP) programs, and Access to Care teams. These teams will receive specialized training to support CARE Court individuals, including engagement, care planning, and coordination requirements. CARE Court clients will be prioritized for rapid linkage to clinically indicated services across the continuum (including housing interventions when appropriate) through coordinated planning, repeated engagement attempts, and ongoing monitoring via established care coordination processes. Additionally, staff will liaison with LACDMH and LA County court systems to ensure smooth coordination.

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Mental Health

Local CARE Act Implementation

2. Describe how CARE referral pathways will be integrated into existing referral and service pathways within the county behavioral health system.

DHCS Comment:
This section has been recently added to the Integrated Plan. Please provide responses in your resubmission.

Accordingly, Tri-City's CARE Court integration will be implemented in coordination with and through LACDMH's established CARE Court infrastructure, consistent with statewide CARE Act requirements and County-designated processes. This approach ensures system alignment, avoids fragmentation, and maintains compliance with the County's role as the legally responsible entity for CARE Court intake, eligibility determination, court coordination, and treatment plan oversight.

Integration of CARE referral pathways into the county behavioral health system: CARE Court referral pathways will be integrated into existing TCMHA access and referral systems to ensure continuity and alignment with established workflows. While integrated into current systems, CARE Court referrals will include a fast-track process, reviewed and coordinated as part of the weekly care coordination meeting to support timely assignment, expedited scheduling, and cross-team problem-solving for engagement, clinical care, and housing-related coordination as needed.

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Local CARE Act Implementation

3. Describe the process for identifying and redirecting individuals who are potentially eligible for CARE to alternative pathways when a formal petition is not required or appropriate. For individuals redirected from CARE, describe how the county will confirm and document successful connection to services.

DHCS Comment:

This section has been recently added to the Integrated Plan. Please provide responses in your resubmission.

Accordingly, Tri-City's CARE Court integration will be implemented in coordination with and through LACDMH's established CARE Court infrastructure, consistent with statewide CARE Act requirements and County-designated processes. This approach ensures system alignment, avoids fragmentation, and maintains compliance with the County's role as the legally responsible entity for CARE Court intake, eligibility determination, court coordination, and treatment plan oversight.

Through ongoing screening, triage, and clinical assessment conducted by Access to Care, Direct Link Outreach, and Assertive Field-Based Teams, individuals will be evaluated for CARE Court appropriateness. When a formal CARE Court petition is not required or clinically appropriate, individuals will be redirected to alternative pathways within the County behavioral health system.

These alternative pathways may include Full-Service Partnerships, Alternative Outpatient Treatment (AOT), or other clinically indicated services based on level-of-care determinations, safety considerations, functional need, and client preference, consistent with the County's service array and guidance. TCMHA will utilize the Service Array Guide and established placement tools to ensure individuals are connected to the most appropriate intensity and type of support.

For individuals redirected from CARE Court consideration, successful linkage will be confirmed and documented through warm handoffs, verification of initial engagement or appointment attendance, and ongoing care coordination tracking within existing systems. Documentation practices will align with LACDMH requirements to support continuity, accountability, and quality oversight.

2

- # Drug Medi-Cal Penetration Rate for Adults/Older Adults Population

DHCS requested a change to Tri-City's response based on statewide data

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Mental Health

Drug Medi-Cal Organized Delivery System (DMC-ODS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2022 - 2023

1. How does your county status compare to the statewide rate?

For adults/older adults

- ○ Above — Original Response
- ◉ Below
- ○ Same
- ○ Not Applicable

Marked for revision   Recently Updated

Revision comments (2)

D DHCS

Per the Performance Workbook, Tri-City is below the Statewide performance rate for this measure. Please change your response to below.

4/14/2026 at 3:32 PM

SR Sara Rodriguez

Changed to 'Below'

5/6/2026 at 3:52 PM Edited by Sara Rodriguez

3

BHSS Non-Clinical Programs

Early Intervention Category

NAMI Community Capacity Building

Population-based prevention programs are large-scale, universal prevention efforts that target *all Californians* or *entire demographic groups*, regardless of risk level, diagnosis, or service history.

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NAMI: Community Capacity Building

Under BHSA, these programs are considered Population-Based Prevention Programs and are no longer eligible for funding at a local level under BHSA.

D DHCS

This program does not align with supportive services, as defined by WIC 5887 (h)(3). Please describe what supportive services this program provides, consistent with Policy Manual Chapter 7.A.2.

3/6/2026 at 9:47 AM

D DHCS

This program still does not align with supportive services. As written, this is population-based prevention and cannot be funded through BHSS (P.M. 7.A.7.4). Please remove this program.

NAMI is being removed as a BHSA Behavioral Health Services and Supports (BHSS) program and will be funded by allocating funding across several programs as a key service component for Tri-City.

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Request to describe efforts to address disparities in all 4 WET Programs

4

Please describe efforts to address disparities in the Behavioral Health workforce. Additional information regarding diversity of the behavioral health workforce can found in **Policy Manual Chapter 7, Section A.4.9** (optional)

0 / 10000

Marked for revision

Revision comments (1)

D DHCS

For this newly added program, please describe the efforts Tri-City took to address disparities in the BH workforce under this WET program.

4/20/2026 at 4:23 PM

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Summary of Efforts to Address Disparities

Relias – Online Learning

- TCMHA is expanding its internship program by partnering with more universities to strengthen workforce diversity. The agency is also investing in Relias Training to provide staff with education on cultural humility, DEI, and effective communication across cultures, helping create a more inclusive and collaborative workplace.

Service Learner Program

- Tri-City's Service Learner Program gives participants hands-on experience in real behavioral health settings, exposing them to a wide range of career paths and reducing barriers to entering the field. Because eligibility is based only on living in the Tri-City area, the program naturally attracts a racially and ethnically diverse group of participants, helping build a future workforce that better reflects the community it serves.

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Summary of Efforts to Address Disparities

WISH Program

- The W.I.S.H. Program reduces workforce disparities by recruiting diverse community members—especially those with lived experience—and offering free, culturally responsive training that removes financial and educational barriers. By creating clear pathways into peer and behavioral health roles, the program empowers former clients to turn their lived experience into professional skills, strengthening a community-rooted and representative behavioral health workforce.

Community Mental Health Training

- Tri-City's community mental health trainings provide accessible, preparation to enter or grow within the behavioral health field. Because the trainings are free and low-barrier, they expand equitable access to behavioral health career pathways. Tri-City also designs its trainings to be culturally responsive, helping participants see their own languages, cultures, and lived experiences reflected—building confidence that they belong in the behavioral health workforce.

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Budget and Prudent Reserve Section

7 Requests for Revisions or Clarifications

Budget and Prudent Reserve

Tab 1. BH CoC Expenditures

IP has been updated in reference to DHCS comment for Tab 1. BH CoC Expenditures: The JPA acknowledges that these are the services we will be providing and no additional services will be on tab 1.

Tab 1 BH COC Expenditures, Row 30, EI Services

IP has been updated in reference to DHCS comment for Tab 1 BH COC Expenditures, Row 30, EI Services: Change has been made to properly include expenditures on Adult/Older Adult populations.

TRI·CITY Mental Health

Budget and Prudent Reserve

Tab 3 County BH Expenditures, Row 26, Commercial Insurance

IP has been updated in reference to DHCS comment for Tab 3 County BH Expenditures, Row 26, Commercial Insurance: TCMHA does not currently have contracts with commercial insurance companies, however TCMHA intends to establish those relationships within the next three years.

Tab 3 Total County BH Expenditures, Row 27

IP has been updated in reference to DHCS comment on Tab 3 Total County BH Expenditures, Row 27: TCMHA does not receive LA County General Funds

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Budget and Prudent Reserve

Tab 5 Housing Interventions, Row 75

IP has been updated in reference to DHCS comment on Tab 5 Housing Interventions, Row 75, Total Housing Intervention Component Funds Dedicated to Serving Individuals with a SUD only: IP has been updated as Tri-City will provide Housing Intervention Component Funds Dedicated to Serving Individuals with a SUD only.

Tab 6 Full-Service Partnership, Row 39,

IP has been updated in reference to DHCS comment on Tab 6 Full-Service Partnership, Row 39, Other mental health or supportive services not already captured above: Other supportive services such as peer support and outreach are already accounted for within the programs above and is also included in the IP narrative.

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Budget and Prudent Reserve

Tab 7 BHSS, Row 48, MHSA INN Projects:

IP has been updated in reference to DHCS comment on Tab 7 BHSS, Row 48, MHSA INN Projects: Included in program number 1, under INN pilots and projects.

TRI·CITY Mental Health

Questions and Comments

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Thank You!