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TRI-CITY MENTAL HEALTH AUTHORITY

NOTICE AND CALL

FOR SPECIAL JOINT MEETING OF THE GOVERNING BOARD AND MENTAL HEALTH COMMISSION

NOTICE IS HEREBY GIVEN that a Special Joint Meeting of the Governing Board and Mental Health Commission of Tri-City Mental Health Authority has been called for Wednesday, May 15, 2024 at 5:00 p.m. to be held in the Wellness Center located at 1403 North Garey Avenue, Pomona, California due to construction activities at the regular meeting location.

Jed Leano
Chair of the Governing Board

Anne Henderson
Chair of the Mental Health Commission

The agenda for the Special Joint Meeting is attached hereto.

AFFIDAVIT OF POSTING

I, Micaela P. Olmos, JPA Administrator/Clerk/Recording Secretary of Tri-City Mental Health Authority, hereby declare under the laws of the State of California, that a copy of said Notice was posted at the following TCMHA locations: 2008 N. Garey Avenue in Pomona; 1403 N. Garey Avenue in Pomona; 1900 Royalty Drive #180/280 in Pomona; 2001 N. Garey Avenue in Pomona; and on the TCMHA's website: http://www.tricitymhs.org.

Executed this 10th day of May 2024, at Upland, California.

[Handwritten signature of Micaela P. Olmos]

Micaela P. Olmos
JPA Administrator/Clerk/Recording Secretary

Founded in 1960 by the residents

of Pomona, Claremont and La Verne.

GOVERNING BOARD

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

Administrative Office

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

Clinical Office / Adult

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

Clinical Office / Child & Fam

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

MHSA Administrative Office

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

Wellness Center

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



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AGENDA

GOVERNING BOARD / MENTAL HEALTH COMMISSION SPECIAL JOINT MEETING

WEDNESDAY, MAY 15, 2024 AT 5:00 P.M.

Meeting Place: Wellness Center
1403 North Garey Avenue, Pomona, CA 91767

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

https://tricitymhs-org.zoom.us/j/89657451191?pwd=joYXXxyQwI6Gm8AMTedyFURxXoj0zR8b.KF_r4M9G1EWWaeXT
Passcode: awFL+Wy4

GOVERNING BOARD

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- John Nolte, Vice-Chair (Pomona)
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Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board/MHC 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/MHC. Therefore, members of the public are invited to speak on any matter on or off the agenda. If the matter is an agenda item, you will be given the opportunity to address the legislative body when the matter is considered. If you wish to speak on a matter which is not on the agenda, you will be given the opportunity to do so at the Public Comment section. **No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.**

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

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

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

Written participation: you may also submit a comment by writing an email to molmos@tricitymhs.org. All email messages received by 3:30 p.m. will be shared with the Governing Board/MHC 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 or MHC less than 24 hours prior to this meeting, are available for public inspection at 1717 N. Indian Hill Blvd., Suite B, in Claremont during normal business hours.

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

GOVERNING BOARD CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

Board Members Carolyn Cockrell, Paula Lantz, Wendy Lau, Elizabeth Ontiveros-Cole, and Ron Vera; Vice-Chair John Nolte; and Chair Jed Leano.

MENTAL HEALTH COMMISSION ROLL CALL

GB Liaison Carolyn Cockrell; Commissioners Clarence D. Cernal, Isabella A. Chavez, Sandra Christensen, Mildred Garcia, Ethel Gardner, Frank Guzman, Lauran Mundy, Joan M. Reyes, Janet R. Roy, Twila L. Stephens, Toni L. Watson, and Dannette E. Wilkerson; Vice-Chair Wray Ryback; and Chair Anne Henderson.

POSTING OF AGENDA

The Agenda is posted 24 hours prior to the meeting at the following Tri-City locations: Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the Tri-City's website: <http://www.tricitymhs.org>

PRESENTATIONS

- **OVERVIEW OF MAY, MENTAL HEALTH AWARENESS MONTH**
- **IMPLEMENTATION OF THE MOBILE CRISIS PROGRAM**

MENTAL HEALTH COMMISSION**1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF APRIL 9, 2024**

Recommendation: “A motion to approve the Mental Health Commission Minutes of its Regular Meeting of April 9, 2024.”

NEW BUSINESS

2. **CONSIDERATION OF RESOLUTION NO. 739 APPROVING AN OPERATIONAL AGREEMENT WITH THE CITY OF POMONA FOR THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT PROGRAM AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER.**

Recommendation: “A motion to adopt Resolution No. 739 authorizing the Executive Director to execute the Operational Agreement with the City of Pomona, and any amendments thereafter, for the CALVIP Grant Program.”

3. **CONSIDERATION OF RESOLUTION NO. 740 AUTHORIZING AN ADDENDUM TO THE SOFTWARE SERVICES AGREEMENT WITH WELLIGENT FOR THE CONTINUUMCLOUD SUBSCRIPTION RENEWAL IN THE AMOUNT OF \$42,631.70 FOR ONE YEAR EFFECTIVE JUNE 1, 2024, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ADDENDUM**

Recommendation: “A motion to adopt Resolution No. 740 authorizing the Executive Director to execute an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud subscription renewal in the amount of \$42,631.70 for one year effective June 1, 2024.”

4. **CONSIDERATION OF RESOLUTION NO. 741 APPROVING THE SUBAWARD AGREEMENT WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, DBA HELUNA HEALTH, FOR THE YOUTH BEHAVIORAL HEALTH INITIATIVE ROUND 5: EARLY INTERVENTION PROGRAMS AND PRACTICES GRANT AWARD (CYBHI) IN THE AMOUNT OF \$750,000 FROM THE CALIFORNIA DEPARTMENT OF HEALTHCARE SERVICES (DHCS); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER**

Recommendation: “A motion to adopt Resolution No. 741 Authorizing the Executive Director to execute the Subaward Agreement, and any amendments thereafter, with Heluna Health Accepting \$750,000 CYBHI R5 grant award for the MCC program.”

5. **CONSIDERATION OF REQUEST TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EVALUATE COMMERCIAL REAL ESTATE FOR THE ACQUISITION OF A NEW BUILDING**

Recommendation: “A motion to authorize the Executive Director to obtain appraisal, property inspections, and an environmental study, to assess and evaluate commercial real estate with the intent to acquire new building; and if negotiations fail and staff is not able to recommend the purchase of the building, the Executive Director is also authorized to repeat the same steps on a different commercial property.

MONTHLY STAFF REPORTS

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

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. No action shall be taken on any item not appearing on the Agenda. The public participating on-line can make a comment by using the 'raised hand' feature. 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 11, 2024 at 3:30 p.m.**, in the Wellness Center, 1403 North Garey Avenue, Pomona, California.

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, June 12, 2024 at 5:00 p.m.**, in the Wellness Center, 1403 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

REGULAR MEETING OF THE MENTAL HEALTH COMMISSION APRIL 9, 2024 – 3:30 P.M.

A regular meeting of the Mental Health Commission was held on Tuesday, April 9, 2024 at 3:34 p.m. in the MHSA Office located at 2001 North Garey Avenue, Pomona, California.

CALL TO ORDER Chair Henderson called the meeting to order at 3:34 p.m.

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

MENTAL HEALTH COMMISSION

PRESENT: Anne Henderson, Chair
Wray Ryback, Vice-Chair
Carolyn Cockrell, GB Member Liaison
Clarence D. Cernal
Mildred Garcia
Ethel Gardner
Frank Guzman
Laura Mundy
Joan M. Reyes
Janet R. Roy
Twila L. Stephens
Toni L. Watson.
Danette E. Wilkerson

ABSENT: Isabella A. Chavez
Sandra Christensen

STAFF

PRESENT: Rimmi Hundal, Executive Director
Diana Acosta, Chief Financial Officer
Elizabeth Renteria, Chief Clinical Officer
Dana Barford, Director of MHSA & Ethnic Services
Sara Rodriguez, MHSA Projects Manager
Mica Olmos, JPA Clerk/Administrator

REGULAR BUSINESS

I. APPROVAL OF MINUTES FROM THE MARCH 12, 2024 MENTAL HEALTH COMMISSION REGULAR MEETING

There being no discussion, Vice Chair Ryback moved, and Commissioner Reyes seconded, to approve the Minutes from the March 12, 2024 Mental Health Commission Regular Meeting. The motion was carried by the following vote: AYES: GB Liaison Cockrell, Commissioners Cernal, Reyes, Stephens, and Watson; Vice-Chair Ryback; and Chair Henderson. NOES: None. ABSTAIN: Commissioners Garcia, Gardner, Guzman, Mundy, Roy, and Wilkerson. ABSENT: Commissioners Chavez and Christensen.

II. RATIFYING THE MEMBERSHIP TO THE MENTAL HEALTH COMMISSION OF SANDRA CHRISTENSEN, MILDRED GARCIA, ETHEL GARDNER, FRANK GUZMAN, LAURA MUNDY, JANET ROY, AND DANETTE WILKERSON, FOR THREE YEARS BEGINNING ON APRIL 1, 2024

Executive Director Hundal reported that in December 2023, the TCMHA JPA Administrator/Clerk began recruitment efforts for potential the Mental Health Commission, which is an advisory body to the executive director as well as the Governing Board. She stated applicants; and that during the January 17th Governing Board meeting, three board members were selected to serve in an Ad Hoc committee to conduct interviews of potential candidates and make a recommendation to the Governing Board. Executive Director Hundal mentioned that they received 8 applications, that all 8 were invited to interview; that the Governing Board had approved the membership of 7 people to the Mental Health Commission; and that staff recommended that the Mental Health Commission ratify the Governing Board's decision approval of the seven memberships to the Mental Health Commission.

There being no discussion, Commissioner Watson moved, and Commissioner Cernal seconded, to ratify the membership to the Mental Health Commission of Sandra Christensen, Mildred Garcia, Ethel Gardner, Frank Guzman, Laura Mundy, Janet Roy, and Danette Wilkerson, for three years beginning on April 1, 2024. The motion was carried by the following vote: AYES: GB Liaison Cockrell; Commissioners Cernal, Garcia, Gardner, Guzman, Mundy, Reyes, Roy, Stephens, Watson, and Wilkerson; Vice-Chair Ryback; and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Chavez and Christensen.

III. ADMINISTER OATH OF OFFICE TO NEW MEMBERS OF THE MENTAL HEALTH COMMISSION

JPA Administrator/Clerk Olmos administered the Oath of Office to the new members of the Mental Health Commission Mildred Garcia, Ethel Gardner, Frank Guzman, Laura Mundy, Janet Roy, and Danette Wilkerson.

IV. EXECUTIVE DIRECTOR MONTHLY REPORT

Executive Director Hundal welcomed the new Mental Health Commissioners, stating that she looks forward to working with them in the next three years. She then reported that on March 5th, California voters cast a ballot regarding Proposition 1, which is Governor Newsom's attempt to modernize the Mental Health Services Act, increase permanent supportive housing, and access

to substance abuse treatment facilities. She explained that Prop 1 would modify how Mental Health Services Act (MHSA) funds are allocated and introduce changes related to oversight, accountability, and the community planning process; that it includes a 6.4-billion-dollar bond that would create mental health and substance abuse treatment beds and housing, with supportive services, for unhoused Californians with behavioral health challenges. She assured the Commission that funding is not going away; however, it will be a different way of doing business; that as of right now, there are no immediate changes as there are no guidelines yet in place from the California Department of Healthcare Services (CDHS), but they are holding stakeholder meetings and have invited the County Board of Directors to be part of the stakeholder process; that she will be representing TCMHA and be at the table; that she will keep the Commissioners updated, noting that although funding changes have happened throughout the years, TCMHA will continue to provide services; that business will continue as usual. She then announced that there will be a Joint Governing Board and Mental Health Commission meeting in May; and an orientation for new Commissioners soon.

Commissioner Cernal inquired if the orientation is open to current members as well. Executive Director Hundal responded in the affirmative. JPA Administrator/Clerk Olmos added that if the majority of the Commissioners wish to attend, the orientation can be scheduled as a workshop so that all the Commissioners may attend; that it will be scheduled as a special meeting since there will be no regular business conducted; and that it will be noticed and open to the public.

COMMISSION ITEMS AND REPORTS

There was no comment.

PUBLIC COMMENT

Community member Audrey shared about her negative experience at TCMHA and stated that the staff is tasked with a challenging job of “loving the unlovable”; that the quality of service should be the focus instead of the quantity of clients; and that the Commission and staff are important, and they are needed in the community; and then she shared about her life and experiences.

Community member Marvin Wiley spoke for himself and fellow business partner, Derek Wayne, and stated that they work with a lot of TCMHA clients in their homes and provide mental health services; that they have seen many clients not get the help they need; that the Navigators assist the clients and transport them to appointments, but he believes they are overworked; that a lot of people need 1-bedroom housing, and they have room in their homes to house them, but the individuals are going through different programs; that it seems like there is a ‘recycling effect’ and it is stagnant. He then stated that he wanted to reintroduce his business, noting that he believes that many individuals need help urgently, and that the wait times are not helpful for the individuals seeking help; and then he shared about his life and experiences.

PUBLIC HEARING – MENTAL HEALTH SERVICES ACT (MHSA)

Chair Henderson announced that the proposed MSHA Annual Update Plan had emerged from almost a year of extensive work and conversations with individuals and organizations throughout the three cities, and today TCMHA wanted to share some of the details of the Plan and to ask for the public’s feedback. She then announced that TCMHA’s MHSA Projects Manager Sara Rodriguez would facilitate the public hearing.

At 4:04 p.m., Chair Henderson declared the Public Hearing open for the Tri-City Mental Health Authority's MHSA Annual Update Plan for Fiscal Year 2024-25.

MHSA Project Manager Rodriguez announced that Community Navigators and staff from the Children's Department are present to answer any questions; and that there is a master copy of Annual Update Plan available and copies of the slides in English and Spanish on the back table. She then welcomed the community members and stated that she would be talking about a land acknowledgement; information about the Community Planning Process; Supplemental Crisis Support Services; transfer of Community Support Services funds; MHSA Annual Update program highlights; and conclude by a public comment segment; and noted that there are QR codes around the room that link to TCMHA surveys in English and Spanish as well as physical copies of the survey around the room for the public to complete. She then recited a land acknowledgement to honor the previous caretakers of the land TCMHA operates on; discussed the timeline of the development process of the TCMHA Annual Update Plan, noting that it started with stakeholder engagement and the community planning process in the Fall of 2023 and it the next step after this Public Hearing, is to request Governing Board approval at its April 17th meeting, and thereafter submit the Annual Update to the Department of Health Care Services Oversight and Accountability Commission in May of 2024. She continued to talk about the Mobile Crisis Care Pilot Program, mentioning that several stakeholders were part of the process; that the plan is to utilize the Supplemental Crisis Support Services (SCSS) dollars in the amount of \$1,760,000 to fund the Mobile Crisis Care (MCC) Pilot Program for two years to provide mobile crisis response to clients in the TCMHA catchment area, and pointed out that the stakeholders involved voted in support of replacing the existing Supplemental Crisis Services program with the new Mobile Crisis Care (MCC) Pilot Program and reallocating funds in the amount of \$1,760,000 to fund MCC. She also stated that the Community Services and Support (CSS) has the largest bucket of money of all the five components under MHSA programming; that staff recently identified up to \$3 million of excess CSS funds, and explained that if this excess funding is used, it would not take away from other programs; however, if not used, these excess funds will be subject to reversion. Therefore, it was being proposed that the funds be transferred to Workforce Education and Training (WET) and Capital Facilities and Technological Needs (CFTN), which will allow sustain both plans for future endeavors, reduce the risk of reversion of CSS funds, and strengthen the infrastructure of TCMHA; and discussed the breakdown of the proposal: WET would get \$0.5 million of the extra CSS funds and the CFTN would get \$2.5 million, totaling of \$3 million, noting that due to the variability of MHSA funds, the exact amount will not be known at the time of the transfer. She reported that the stakeholders approve the transfer of excess funds to both WET and CFTN and it is mentioned in the MHSA Annual Update; and thanked staff, managers, supervisors, and the community for providing the content that was needed to create the document. She then provided some background about the Community Navigators and their role; that they are the resource experts who refer potential clients to various services, job opportunities, resume building, and more; referred that illustrated the number of individuals served by the Community Navigators in Fiscal Years 2022-2023; and introduced Community Navigator Victoria to share a success story.

Community Navigator Victoria stated that she is stationed at the local senior center; that her role is to provide linkage and referrals to resources that otherwise seniors would not be able to navigate on their own such as identifying places to receive food donations, assistance with applying to social security benefits, and more. She shared that she was recently approached by a friend of a male senior individual who was known at the center for his reluctance to interact with others, having one friend; that his friend shared a concerning note that the client wanted to harm himself. Community Navigator Victoria expressed that she was deeply concerned for his safety

after reading the note. She added that the friend was able to provide a bit of background behind the potential reason he may want to harm himself. She shared that she approached the individual, sat at his table and introduced herself; that although it took some time, he finally spoke with her and shared some life experiences with her that had led him to feel very alone. She proceeded to share about TCMHA, and the services offered that can help him deal with what he went through. The individual expressed that he was open to making an appointment if his friend and Community Navigator Victoria were present. He made an appointment the next day and is currently an FSP client in regular communication with his team. She added that she has since noticed significant positive changes and when she sees him at the senior center, he talks to her and others regularly. She shared that he began attending church other participants at the senior center, he feels comfortable calling his support team on difficult days and asks for resources when needed. She mentioned that she was able to connect him with a free food delivery service through God's Pantry in Pomona and furniture donations from St. Vincent de Paul Church. She concluded by stating that the improvements in his life outweigh the bad moments.

MHSA Projects Manager Rodriguez continued with her presentation and talked about the Wellness Center which is under CSS programming; that is served 1009 individuals in Fiscal Year 2022-2023; that when looking at duplicates or people coming back and year return participants, over 16,000 individuals were served by the Wellness Center; and introduced Employment Outreach Supervisor Alino to share another success story.

Employment Outreach Supervisor Alino shared about a participant that has been coming to the Wellness Center since 2017; that initially, the participant was timid and did not want to attend any of the support groups offered, and although he did not attend any support groups, he mentioned that he felt safe at the Wellness Center. Employment Outreach Supervisor Alino shared that they asked the individual to keep an eye on the PC lab to let staff know if people were sleeping in the group rooms, which he agreed to. He shared that over time, he agreed to attend some support groups and was also encouraged to be a guest speaker for Transitional Aged Youth DRA group to share his recovery story; that shortly after that, he began meeting with the employment team for GED preparation classes; that he made so much progress, was able to pass his GED and enrolled at Mount San Antonio College. He shared that the participant expressed a desire to work at the Wellness Center and staff encouraged him to participate in the Peer to Careers Cohort which would give him over 20 hours of volunteering to prepare him for the peer medical certification process. He shared that the employment team assisted with finding employment for him; that he started working at local supermarkets and was eventually promoted to produce manager; that soon after he connected to Project Return and began facilitating support groups; that as of March 2024, he was promoted to Project Return Coordinator and has oversight of group facilitators in Service Planning Area three. Employment Outreach Supervisor Alino expressed that he is so proud of this individual's journey, and he is blessed to have been a part of it.

MHSA Projects Manager Rodriguez stated that 60 people were able to obtain employment through the Wellness Center support, they obtained at 30 days, 60 days and 90 days, and 90% or higher of those individuals were able to maintain their job. She then talked about the Access to Care program, stating that it can be seen as the gateway to clinical services at TCMHA; that in this department, individuals are screened for either FSP or a OP; that they are ruling in or ruling out medical necessity, potentially providing diagnosis; that they had 2,517 service requests and 1,942 intake appointments assigned; that in May, they had the highest number of service requests in both the children's department and the adult department, noting that the adult service requests are indicative of the partnerships with external entities, community partners and local hospitals; that they had 281 adult service requests stemming from hospital discharge and 76 service

requests stemming from child discharge of hospitalization. She also discussed the Peer Mentor Program under Prevention and Early Intervention (PEI); that the mentors under the Peer Mentor Program are volunteers who are trained to provide individual or group support; that the mentees are the people usually seeking that support; and explained that this program is for individuals who may not meet medical necessity for clinical services, who are graduating from clinical services, who have met their goals but still need a connection; and provided information about the Peer meetings and training, and the resources available to them from TCMHA to equip them with the latest research in certain areas depending on what the focus is; and that 811 hours were completed of direct services with mentees. She then introduced MHSAs Projects Coordinator for the Peer Mentor Program, Michelle Robinson.

MHSAs Projects Coordinator Robinson stated that the Peer Mentor Program takes volunteers from the community who are interested in giving back and have experience in mental health. She shared that in 2022, she met Vanessa Magdaleno who became a Peer Mentor and is still a Peer Mentor; that she recently gained employment at TCMHA in the Access to Care Department and she was in attendance to share her experiences.

Peer Mentor Magdaleno shared that she has been part of TCMHA for four years; that she began working with the Peer Mentor Program when she was an undergraduate student; that she applied for an internship program, and although she did not get accepted due to one of the education qualifications, she got connected with Michelle and the peer support program. She shared that being a part of the Peer Support Program changed her life; that going through loss and emotional neglect at a young age helped her become a better peer support. She defined peer support as someone who comes alongside you and helps understand, cope, and forgive all the negative that has happened. She shared that the experience has allowed her to help others and heal herself. She expressed how happy she is that she can be a part of the TCMHA workforce and ease worries for families and individuals who seek their first steps into mental health services.

MHSAs Projects Manager Rodriguez continued the presentation and talked about the Therapeutic Community Gardening (TCG) Program, another program under PEI; and mentioned that the renovation has started and the electrical has been installed and they are waiting to pour cement. Chief Financial Officer Acosta added that there were some supply issues due to the pandemic, but it is coming along. MHSAs Projects Manager Rodriguez explained that the TCG program utilizes a therapeutic horticulture modality, which blends the ability to address wellness and improve mental health through a connection with nature; that for a while people were planting and harvesting but when the pandemic happened and construction began, the programming kept going; that the program had to rethink what therapeutic horticulture looked like through the pandemic. She shared that 85 participants were enrolled in TCG in fiscal year 2022-2023 and were there for an average of 8 months. She added that the rejuvenation project is moving along and even though they do not have an opening date, they will make that information available once they have it.

Executive Director Hundal added that MHSAs Projects Manager Rodriguez came from the TCG before she got promoted and was heavily involved in the design and building of the garden. MHSAs Project Manager Rodriguez shared that TCG also has school-based services and the school partnership team; that school-based services really operates as a bridge between TCMHA and the school system; that there is a need for awareness and TCMHA is accessible but sometimes people do not know about TCMHA so they are trying to get the word out there. She shared that they also notice an increase in referrals, specifically 377 referrals from fiscal year 2022-2023 compared to fiscal year 2021-2022, when there were 270; that there were 211 scheduled intakes

by staff and 149 completed intakes by staff. She added that PEI 26% of the population served were Transitional Aged Youth (TAY) and 74% were children from 0-15 years old. MHSA Projects Manager Rodriguez continued to highlight the Innovation program, noting that TCMA is currently working on Psychiatric Advanced Directives (PADs) and joined the Multi-County Collaborative that is focusing on PADs and making progress; and discussed the process which focused on community engagement; that they invited law enforcement of LA County, first responders and the Probation department; after that, they held stakeholder meetings to receive feedback from the community; that the next step is to host focus groups, specifically with the University of La Verne and TCMHA service learners, which are composed mostly of TAY individuals. She mentioned that TAY is the primary target group of the Psychiatric Advanced Directive. She added that they have Chorus, who is the PADs Platform Developer and is in the final stages of building out the PADs platform. She explained that PADs is making 100% consensual decisions about treatment, should someone have a psychiatric hospitalization in the future; that individuals are able to invite an ally to support them in the hospitalization and decisions that might be made about treatment the individual would not otherwise have a say in.

Executive Director Hundal added that Vice-Chair Ryback is part of this initiative as well and thanked her for her work. She shared that Vice-Chair Ryback is also presenting at a conference with TCMHA's consultant about PADs.

Vice-Chair Ryback commented that the conference is to educate local hospitals, attorneys, and others on the new Psychiatric Advance Directive platform; and shared the website, Padsca.org, if anyone would like more information.

MHSA Projects Manager Rodriguez continued her presentation and explained that under the WET program, there are service learners that fiscal year 2022-2023 were able to gather 27 hours; that they received 11 service learner applications and were able to present 11 trainings, conferences and educational opportunities to staff and service learners; that there were also 21,788 Relias courses completed. She added that Relias is a great resource for staff, it is free and virtual; that staff can collect CEU's for training on bloodborne pathogens and more. She stated that although everyone does different things but the goal is to promote the health and wellness of the community as a whole. She also talked about the Capital Facilities and Technological Needs (CFTN) program, stating that it is the last component under the five components of the MHSA; that in Fiscal Year 2022-23, they had security upgrades with the purchase of security cameras, new desk phones and hardware support for all sites, the rejuvenation project for the Therapeutic Community Garden, and electrical upgrades for the 2001 MHSA Administrative Office building. She then discussed the MHSA funding, stating that they have the five components: Community Support Services (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET) and Capital Facilities and Technological Needs (CFTN); noting that 76% of MHSA funding goes to CSS, 19% to PEI, 5% to Innovations, and that WET and CFTN will be sustained by CSS transfers; that 51% of PEI must support the population ages 0-25; that 51% of CSS funds are designated going to Full-Service Partnership of FSP, which is TCMHA's higher level of care. She referred to the Fiscal Year 2024-25 MHSA Annual Update Funding Summary, the estimated available funding and expenditure for Fiscal Year 2024-25, along with the estimated unspent fund balance for Fiscal Year 2024-25. She then reported that there were no public comments since the 30-day public comment before the Public Hearing; that there is still an opportunity for Public Comment during this public hearing; that there are also QR codes throughout the room that can be scanned to submit comments and there is also pen and paper available.

A community member inquired about the staff training at TCMHA. MESA Projects Manager Rodriguez shared that staff gets to hear about the latest research, different techniques, looking at different theories, different modality and focusing on the skills of the staff. The community member commented that the classes should be done in the community, that his experience with TCMHA has not always been welcoming; that the apps or technology is not always helpful; that there needs to be more work in stigma reduction.

Executive Director Hundal shared that they have stigma reduction trainings; that they have a whole stigma reduction campaign called Room4Everyone; that they also have a lot of trainings for law enforcement as well, since they are sometimes first responders; that they also have a lot of mental health trainings that are free for the community. She mentioned a list of upcoming training courses in the Executive Director's report. She concluded by stating that the Community Navigators have a lot of resources to help with transportation and more.

The Community member inquired about first responders arriving on the scene instead of police and if that it still going on. Executive Director Hundal shared that TCMHA staff does go out to respond to calls after the police have determined it is safe for staff to be there.

Another community member inquired about the process of getting a call. He shared that during a certain situation, he called TCMHA first; that TCMHA staff told him to call the police and the police mentioned that if the individual does not admit he needs help, then the police cannot help him. He inquired about how to best approach the situation; that there was once an individual who had been using drugs and they called in 5150 at Charter Oak for a week; that once the individual was let out, TCMHA could not follow up until the following Monday but the individual committed suicide that Saturday night.

Executive Director Hundal shared that they work with hospitals and when someone is discharged and they want services from TCMHA, they can pick the individuals up from the hospitals but if they are not willing, they cannot force the individual or treat them against their will.

Discussion ensued and the community member shared his experiences helping various individuals by picking them up from the hospital, connecting them with different agencies and employment.

Executive Director Hundal referred to the success stories; that TCMHA does their best in trying to walk with individuals through their journey and although they will not be successful with everyone, they do their best.

At 4:58 p.m., Commissioner Clarence Cernal left the meeting.

The community member inquired about how to better bridge the gap between an individual who needs help right away, law enforcement, and TCMHA. He shared that not all the individuals are on drugs; that some of them just need medication. He mentioned that his organization helps the individuals by giving them clothes, shoes, food and personal hygiene items but he inquired about how to remedy the way things are resolved between the individuals and law enforcement. Executive Director Hundal responded that she is willing to talk more about the topic after the Public Hearing; she thanked the community member for his feedback.

Commissioner Reyes commented that there is the Crisis Hotline (988).

Commissioner Lynn commented that MHSAs Projects Manager Rodriguez did a good job presenting the information.

Another community member inquired about the estimated onset fund balance, asking if it is generally that high. Chief Financial Officer Acosta responded by stating that it is normally not that high, that this year was unique since they received almost twice as much as they would have normally expected during the current fiscal year (2023-2024); that they received approximately \$10 million, which is what they normally receive over one year. She shared that they are estimating that by the end of the current fiscal year, they will have doubled the amount they normally received, which is why they proposed making the transfer from CSS into the other programs to continue programming in those two plans. Executive Director Hundal added that they have three years to spend that money; that they always spend the money they receive and when one-time funds are received, they cannot use those funds for ongoing programming since they will not receive that funding the following year; that they cannot start a new program and then not be able to continue it. She shared that they transfer the funds to different programs such as WET and CFTN, which secures the funding for 10 years; that once it goes in those buckets, they have 10 years to spend that money.

Discussion ensued regarding the MHSAs funding and spending requirements.

Commissioner Guzman inquired about how many surveys have been received. MHSAs Projects Manager Rodriguez responded that she will get back to him since she does not have the exact number in front of her. Commissioner Guzman commented that if anyone has concerns they can also share those in the surveys provided.

Commissioner Wilkerson inquired about the Mobile Unit Service and if that would need to be approved every year or if it will be a long-term program. Chief Clinical Officer Renteria shared that the goal is for it to become a long-term program; that they are looking at ways to sustain it; that they are investigating billing for the services through Medi-Cal benefit and their grant manager is actively pursuing other grants to fund it beyond the two-year pilot; that it is something they are actively working on even before they launch it; that the pilot program will be starting in July; that staff will be piloting mobile response for the communities at Claremont, La Verne and Pomona; that staff would go out to respond to an identified crisis and hopefully diffuse it without having to involve law enforcement; that if the pilot program plan is approved by the Governing Board, TCMHA would start hiring in July; and the goal is to be more responsive and available through the Mobile Crisis Care program.

At 5:07 p.m., Vice-Chair Wray Ryback left the meeting.

A community member thanked TCMHA for their support to the City of Knowledge school and their responsiveness for their needs in community education. She acknowledged TCMHA staff member, Paul Osorio, who presented on Adverse Childhood Experiences. She shared that their community is excited to learn about Mental Health First Aid. She added that she believes there needs to be a change in the policy of helping individuals who refuse help or waiting until they say they need help; that she has seen cases where the outcomes have been tragic. She expressed her concern and desire for change.

Executive Director Hundal clarified that it is not a TCMHA policy but a California State Law.

There being no further discussion, Commissioner Watson moved, and Commissioner Gardner seconded, to close the Public Hearing. The motion was carried by the following vote: AYES: Governing Board Liaison Cockrell; Commissioners Garcia, Gardner, Guzman, Mundy, Reyes, Roy, Stephens, Watson, and Wilkerson; and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Cernal, Chavez, and Christensen; and Vice-Chair Ryback.

V. DECIDE ON A RECOMMENDATION TO THE TCMHA GOVERNING BOARD ABOUT THE MENTAL HEALTH SERVICES ACT (MHSA) ANNUAL UPDATE FOR FISCAL YEAR 2024-25

There being no comment, Commissioner Watson moved, and Commissioner Reyes seconded, to recommend to the TCMHA Governing Board to approve and adopt the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2024-2025. The motion was carried by the following vote: AYES: Governing Board Liaison Cockrell; Commissioners Garcia, Gardner, Guzman, Mundy, Reyes, Roy, Stephens, Watson, and Wilkerson; and Chair Henderson. NOES: None. ABSTAIN: None. ABSENT: Commissioners Cernal, Chavez, and Christensen; and Vice-Chair Ryback.

ADJOURNMENT

At 5:12 p.m., on consensus of the Mental Health Commission its meeting of April 9, 2024 was adjourned. The Mental Health Commission will meet next in a Regular Joint Meeting with the Governing Board to be held on Wednesday, May 15, 2024 at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

Micaela P. Olmos, JPA Administrator/Clerk



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

DATE: May 1, 2024

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Consideration of Resolution No. 739 Approving an Operational Agreement with the City of Pomona for the California Violence Intervention and Prevention (CalVIP) Grant Program and Authorizing the Executive Director to Execute the Agreement and any Amendments thereafter

Summary:

Staff recommends that the Governing Board authorize Tri-City Mental Health Authority to enter into an operational agreement with the City of Pomona for the California Violence Intervention and Prevention (CalVIP) Grant Program.

Background

The California Violence Intervention and Prevention (CalVIP) Grant Program, established by the State Legislature in 2017 and further defined by the Break the Cycle of Violence Act (AB 1603), aims to tackle violence in communities, particularly those disproportionately affected. The Act outlines specific areas of focus for CalVIP grants, emphasizing evidence-based violence reduction strategies such as hospital-based violence intervention programs, street outreach initiatives, and focused deterrence strategies.

These interventions target high-risk individuals and aim to disrupt cycles of violence and retaliation, reducing the incidence of homicides, shootings, and aggravated assaults. By prioritizing violence intervention services for those most at risk of perpetrating or being victimized by violence, CalVIP seeks to improve public health and safety in affected communities. Locally, the City of Pomona is a recipient of a CAL VIP Grant. The Pomona Violence Prevention Partnership brings together a diverse array of local organizations dedicated to combatting gun violence through a comprehensive approach. Below please find a breakdown of the partners and their roles:

1. Advance Peace (AP): Focuses on transforming urban gun violence by offering personalized Peacemaker Fellowships.

**Governing Board of Tri-City Mental Health Authority
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2. Just Us 4 Youth (JU4Y): Provides long-term support to youth and families in inner cities, addressing root causes of violence.
3. God's Pantry (GP): Offers crucial mental health support, job training, and social services integral to the Peacemaker Fellowship program.
4. Tri-City Mental Health: Provides mental health services, employment assistance, support with housing, facilitate violence prevention groups, deploy the mobile crisis care unit as needed, attend CalVIP related meetings, and report on services provided to individuals and families.
5. Pomona Police Department (PPD): Engages with the community and supports the autonomy of the Office of Violence Prevention (OVP), fostering collaboration and coordination.

Additional partners include:

- The Kennedy Austin Foundation
- House of Ruth
- The Institute for Ecological Civilization
- Cal Poly Pomona
- UC Berkeley
- Los Angeles County Office of Violence Prevention

Each partner contributes unique expertise and resources to the partnership, working together to implement effective strategies for reducing gun violence in Pomona.

Fiscal Impact:

The operational agreement spans 17 months starting from January 2024, during which TCMHA will allocate staff resources as per the scope of work outlined. Tri-City will be providing in-kind mental health professional services as part of the agreement. The contract ensures that the aggregate value of these non-monetary compensations does not exceed \$311,601.00, aligning with the monetary value of the services provided by TCMHA staff.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 739 Approving an operational agreement with the City of Pomona for the California Violence Intervention and Prevention (CalVIP) Grant Program and Authorizing the Executive Director to Execute the Agreement and any amendments thereafter.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 739 Approving an Operational Agreement with the City of
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Attachments:

Attachment 2-A: Resolution No. 739 - DRAFT

Attachment 2-B: Agreement with the City of Pomona for the CalVIP Grant Program

RESOLUTION NO. 739

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN OPERATIONAL AGREEMENT WITH THE CITY OF POMONA FOR THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT PROGRAM; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to be a contracted agency for the City of Pomona to render mental health services, employment assistance, support with housing, facilitate violence prevention groups, deploy the mobile crisis care unit as needed, attend related meetings, and report on services provided to individuals and families project under the CalVIP Grant Program as set forth in the operational agreement.

B. The California Violence Intervention and Prevention (CalVIP) Grant Program, which was established by the State Legislature in 2017 and further defined by the Break the Cycle of Violence Act (AB 1603), aims to tackle violence in communities. The Act outlines specific areas of focus for CalVIP grants, emphasizing evidence-based violence reduction strategies.

C. The Authority affirms that the Operational Agreement does not create or establish the relationship of employee, agent, joint venture, or partnership between the City of Pomona and TCMHA.

2. **Action**

The Governing Board approves the Operational Agreement with the City of Pomona, effective January 1, 2024 through June 30, 2025; and authorizes the Executive Director to execute the Agreement and any amendments thereafter.

[Continued on Page 2]

3. Adoption

PASSED AND ADOPTED at a Special Joint Meeting of the Governing Board and the Mental Health Commission held on May 15, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

MICAELA P. OLMOS, RECORDING SECRETARY

CITY OF POMONA

OPERATIONAL AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of April 2024, by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and **Tri-City Mental Health Authority, a California joint powers authority**, with its administrative office at **1717 N. Indian Hill Boulevard, Suite B, Claremont, CA 91711** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **mental health services, employment assistance, support with housing, facilitate violence prevention groups, deploy the mobile crisis care unit as needed, attend CalVIP related meetings, and report on services provided to individuals and families** required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such **mental health services, employment assistance, support with housing, facilitate violence prevention groups, deploy the mobile crisis care unit as needed, attend CalVIP related meetings, and report on services provided to individuals and families** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **mental health services, employment assistance, support with housing, facilitate violence prevention groups, deploy the mobile crisis care unit as needed, attend CalVIP related meetings, and report on services provided to individuals and families** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be deemed to be in effect from **January 1, 2024 to June 30, 2025**, unless earlier terminated as provided herein. Consultant shall

complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is

understood, acknowledged and agreed that the City will suffer damage.

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

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

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

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

3.2.10.4 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee

or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

3.2.11 Insurance.

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

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

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

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

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

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

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

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

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

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

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

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

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional

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

3.2.12 Water Quality Management and Compliance.

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

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

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

3.2.12.4 Liability for Non-compliance.

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

willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

3.3 Fees and Payments.

3.3.1 **Compensation.** Consultant will not be compensated monetarily; instead, they will provide in-kind mental health professional services under this Agreement set forth in Exhibit "A" attached hereto and incorporated herein by reference. The aggregate value of non-monetary compensation shall not exceed Three hundred eleven thousand, six hundred one (\$311,601.00) without written approval of the City Council or City Manager as applicable. Additional related work may be added by mutual agreement and set forth in this Agreement.

3.3.2 **Payment of Compensation.** In consideration of the services provided by the Consultant to the City, it is agreed that compensation will be solely in the form of in-kind services. The Consultant shall render services as outlined in this agreement without expectation of monetary payment. Both parties acknowledge that the value of the services provided by the Consultant will be commensurate with any compensation that might otherwise be offered, and no additional financial remuneration shall be provided.

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

3.3.4 **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 **Rate Increases.** In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 **Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"

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

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

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

3.5 **Accounting Records.**

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

3.6 **General Provisions.**

3.6.1 Termination of Agreement.

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

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

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

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

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

City: City of Pomona
505 South Garey Avenue
Pomona, CA 91766
ATTN: **Andrew Mowbray, Finance Director**

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

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required

by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

3.6.5 [Reserved]

3.6.6 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.7 **Subcontracting.**

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF POMONA AND Tri-City Mental
Health Authority

CITY OF POMONA

TRI-CITY MENTA HEALTH AUTHORITY

By: _____

By: _____

Anita Gutierrez
City Manager

Rimmi Hundal
Executive Director

Attest:

City Clerk

By: _____

Approved as to Form:



Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Tri-City Mental Health

INTRODUCTION

This Scope of Work (SOW) describes the role of Tri-City Mental Health in supporting the Office of Violence Prevention (OVP) as it carries out the City of Pomona's CalVIP initiative.

RESPONSIBILITIES & DELIVERABLES

- 1.** Provide employment assistance (resume writing assistance, job applications, interview coaching, access to job fairs and hiring events, access to job leads) to Cal VIP-referred participants.
- 2.** Provide support with housing/assistance program information and make appropriate referrals to motel voucher programs based on eligibility and availability.
- 3.** Offer linkage and referral services to participants as required, facilitated by Community Navigators, who will also track provided services for reporting purposes.
- 4.** Facilitate violence prevention groups for both the community and enrolled participants, led by clinical staff and individuals with lived experience. Utilize the Community Resiliency Model curriculum to focus on trauma recovery and resiliency.
- 5.** Deploy the mobile crisis care unit to areas in need of immediate assistance as identified by the program staff. Collaborate closely with Dr. Gabrielle Plickert to ensure that services rendered are effective and tracked for program evaluation purposes.
- 6.** Provide mental health services to identified participants who reside in the catchment area of Pomona, Claremont, and La Verne, equivalent to 0.5 FTE Clinical Therapist per year to OVP, Pomona PD, and community-based street outreach teams to help them maintain their health and wellness.
- 7.** Attend Cal VIP monthly Partner Meetings and other relevant meetings with partners.
- 8.** Report on services provided to individuals and families related to the Pomona CalVIP work so they can be included in the CalVIP Quarterly reports.
- 9.** Submit monthly reports on services and activities related to the grant in a timely manner.
- 10.** Additional related work may be added by mutual agreement.

BUDGET

BUDGET			
Description of Professional Services:	Calculation for Expenditure	ESTIMATED ANNUAL COST	COST THROUGH END OF GRANT PERIOD (17 mo)
Rapid referral and treatment for the PJRHP team, OVP staff, street outreach workers in CalVIP network if experiencing acute mental health needs; regular tailored group therapy meetings	Various staff time dedicated to this effort is equivalent to 0.5 FTE Clinical Therapist per year: $(\$71,223/2) \times 2.75$ years	\$32,644.00	\$97,932.00
Tri-City Mental Health support for CalVIP-referred clients: targeted interventions, Employment Assistance, Housing Assistance, Wellness Center, Intensive Case Management, Peer Support Mentor/Credible Messenger, Violence Prevention Group, Mobile Crisis Care Unit	Various staff time dedicated to this effort is equivalent to 1 FTE Clinical Therapist per year: $\$71,223 \times 3$ years	\$71,223.00	\$213,669.00
TOTAL			\$311,601.00

EXHIBIT "B"
SCHEDULE OF SERVICES

none

**EXHIBIT "C"
COMPENSATION**



Tri-City Mental Health Authority
AGENDA REPORT

DATE: May 15, 2024

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Consideration of Resolution No. 740 Authorizing an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud Subscription Renewal in the Amount of \$42,631.70 for One Year Effective June 1, 2024, and Authorizing the Executive Director to Execute the Addendum

Summary:

Governing Board approval is being requested to authorize the Executive Director to execute a 12-month contract renewal with ContinuumCloud (Parent company for the Welligent Electronic Health Record).

Background:

After transitioning our clinical services programs from the Welligent-Electronic Health Record to the Cerner-Electronic Health Record in 2022-2023, Tri-City Mental Health needed to extend our contract with ContinuumCloud, for continued use of Welligent, by non-clinical programs, for an additional year (June 2023 – June 2024).

The goal continues to be to identify and implement a long-term database solution for non-clinical programs, however this has been prolonged due to the need to ensure we are selecting the right solution for our agency needs. Furthermore, we will also now need to take additional time with our selection to be sure that we incorporate any new data tracking and reporting requirements that are encompassed in forthcoming Behavioral Health Service Act (BHSA) guidance.

Until we move forward with a more permanent solution for our non-clinical programs, there continues to be a need for our agency to use the Welligent - Electronic Health Record, to ensure that selected non-clinical programs can continue to organize, document, and track service activities.

Staff is recommending to continue with a 12-month contract extension with the Welligent Electronic Health Record, with a reduction in the number of user accounts from 75 users to 50 users (adjusted to meet the current usage need).

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 740 Authorizing an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud Subscription Renewal in the Amount of \$42,631.70 for One Year Effective June 1, 2024, and Authorizing the Executive Director to Execute the Addendum
May 15, 2024
Page 2**

Fiscal Impact:

Total anticipated cost for the first year of service is \$42,631.70. The funding source will be based on program use from a combination MHPA and realignment dollars.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 740 authorizing the Executive Director to execute an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud subscription renewal in the amount of \$42,631.70 for one year effective June 1, 2024.

Attachments:

Attachment 3-A: Resolution No. 740 – Draft

Attachment 3-B: Welligent (ContinuumCloud) Addendum to Software Services Agreement

RESOLUTION NO. 740

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ADDENDUM TO THE CONTINUUMCLOUD SOFTWARE SERVICES AGREEMENT WITH WELLIGENT IN THE AMOUNT OF \$42,631.70, FOR ONE YEAR, EFFECTIVE JUNE 1, 2024

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to sign an Addendum to the existing Software Services Agreement with Welligent to renew the ContinuumCloud (Parent company for Welligent) Subscription for documenting activities and tracking data and outcomes for one (1) year.

B. The Authority affirms that Welligent is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The Addendum for the subscription renewal does not create or establish the relationship of employee and employer between Welligent and TCMHA.

2. Action

The Governing Board authorizes the Executive Director to enter into, and execute, the Addendum to the Software Services Agreement with Welligent for ContinuumCloud Subscription renewal in the amount of \$42,631.70, for one year, effective June 1, 2024.

3. Adoption

PASSED AND ADOPTED at a Special Joint Meeting of the Governing Board and the Mental Health Commission held on May 15, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

MICAELA P. OLMOS, RECORDING SECRETARY

ATTACHMENT 3-A



Order Form

Customer Details

Sold-to
Tri-City Mental Health Center
Attn: Natalie Majors-Stewart

Bill-to
1900 Royalty Drive
Pomona, CA 91767

Subscription Details

Term (Months): 12
Billing Frequency: Monthly

Payment Terms: Net 30

ContinuumCloud and Third-Party Recurring Subscription Fees

In the table below, ContinuumCloud has included all recurring subscription fees for the Contract Term, with invoicing detailed in 1. Payment Schedule below.

Recurring Deliverables	Description	Units	Monthly Unit Price	Total Annual Cost
Welligent Named User Licenses	Welligent Users-50	50.00	\$71.05	\$42,631.70

Total Cost of Ownership

	Year 1	Year 2	Year 3	Total
Professional Services / Setup Costs	\$0.00	-	-	\$0.00
Recurring Software License Fees	\$42,631.70	\$0.00	\$0.00	\$42,631.70
Annual Totals	\$42,631.70	\$0.00	\$0.00	\$42,631.70

1. Payment Schedule: The 1st of the month following contract signature, the Customer agrees to pre-pay ContinuumCloud for the one-time fees listed in the Order form, and any costs listed for implementation. The Customer understands that all fees are non-refundable. Thereafter, Customer will receive monthly invoices for the recurring fees listed in the Order Form, plus any listed fees related to phased work. Any additional services performed by ContinuumCloud not included in a change order shall be charged on an hourly basis.

2. Estimates: The Customer understands that in this Section ContinuumCloud has provided time and effort estimates, based on current understanding of Customer requirements, and actual Technical Services and Deliverable fees may differ based on actual time and performance, additional information and/or requirements, or other aspects beyond ContinuumCloud's control. In the event that actual time and effort exceeds ContinuumCloud's estimates, the Customer shall be billed based upon actual time and performance at ContinuumCloud's hourly rate.

3. Additional Requirements: The Customer may identify additional technical deliverables, system enhancements, and/or customizations during the Subscription Term which may be required to meet Customer's requirements. The Fees for these additional services shall be mutually agreed upon by the parties and billed at ContinuumCloud's hourly rate.

ADDENDUM TO SOFTWARE SERVICE AGREEMENT FOR CONTINUUMCLOUD SUBSCRIPTION RENEWAL

This Addendum to Software Service Agreement ("Addendum") is made as of 6/1/2024 (the "Effective Date") by and between ContinuumCloud, LLC ("ContinuumCloud") and Tri-City Mental Health Center, as an amendment to the original Software Service Agreement ("Agreement") entered into by both parties on original contract execution date. The purpose of this Addendum is to serve as a renewal of Customer's contract term and user-based subscription fees.

ContinuumCloud and Customer hereby agree as follows:

1. The Agreement is hereby amended as set forth in this Addendum;
2. Customer wishes to renew the term specified in the original Agreement or requests an expansion of its user license and related fees due to Customer's actual usage which exceeds the contracted user license specified in the Agreement;
3. All capitalized terms not otherwise defined in this Addendum have the meanings ascribed to them in the Agreement;
4. Except as specifically amended by this Addendum, the definitions, terms and conditions of the Agreement remain in full force and effect. This Addendum, the Agreement and the related exhibits contain the entire Agreement of the parties with respect to the subject matter hereof and there are no other agreements modifying the same;
5. This Addendum may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together shall constitute one and the same instrument.

CONTINUUMCLOUD ADDENDUM PROVISIONS

The purpose of this Addendum is to serve as a renewal of Customer's contract term, user license and related fees.

1. Modification to Existing Agreement or Renewal Contract. ContinuumCloud and Customer jointly agree to modify or replace the following provisions detailed in the original agreement or renewal contract with the accompanying new language:

A. ContinuumCloud Recurring Software Fees. ContinuumCloud and Customer agree to replace the pricing and rate tables included in the original Agreement or renewal contract with the attached order sheet. This order sheet shall detail the ContinuumCloud or Third Party subscription fees and other software or service options Customer shall pay during the term.

B. This Agreement shall become effective when executed by both parties as of the date set forth on the signature page hereto, and unless sooner terminated as provided herein, shall remain in force for the Term listed on the order form ("Renewal Term").

2. Survival. All provisions of this Addendum or the original Agreement that pertain to protection of the ContinuumCloud Intellectual Property, non-disclosure of Confidential Information, and payment of fees shall survive termination of this Agreement.

3. Modifications. Modifications and amendments to this Addendum or the original Agreement, including modifications and amendments to any schedule or other attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

4. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining portions of this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision(s).

Quote Acceptance and Customer Signature

This Quote Document and Agreement will become effective on the date it has been executed by both parties below (the "Effective Date").

Customer Signature: _____
Customer Name: _____
Customer Title: _____
Date: _____

ContinuumCloud Signature: _____
Name: _____
Title: _____
Date: _____

Customer Information:

Sales Rep Information:

AP Contact Name: _____
AP Contact Title: _____
Street: _____
City/State/ Zip: _____
AP Contact Phone: _____
AP Billing Email (For Invoicing): _____

Name: Hope S. Lovato
Title: Account Manager
Street: 100 South Ashley Drive, Suite 1500
City/State/ Zip: Tampa, Florida 33602
Phone: (626) 482-7546
Email: hlovato@continuumcloud.com

**Customer
FEIN:** _____

**PO Number
(if required):** _____

Standard ContinuumCloud payment method is ACH Direct Deposit. Alternatively, check, credit card, or wire transfer are available if necessary.



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

DATE: May 15, 2024

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Liz Renteria, LCSW, Chief Clinical Officer
Erin Sapinoso, Grants Manager

SUBJECT: Consideration of Resolution No. 741 Approving the Subaward Agreement with Public Health Foundation Enterprises (dba Heluna Health) for the Youth Behavioral Health Initiative Round 5: Early Intervention Programs and Practices Grant Award (CYBHI); and Authorizing the Executive Director to Execute the Agreement and any Amendments Thereafter

Summary:

Staff is recommending that the Governing Board authorize the Executive Director to execute the Subaward Agreement, after finalizing non-disclosure and work product negotiations, for the California Youth Behavioral Health Initiative (CYBHI) Round 5 (R5): Early Intervention Programs and Practices grant award from the California Department of Health Care Services (DHCS), managed by third party administrators California Institute for Behavioral Health Services (CIBHS) and Public Health Foundation Enterprises, dba Heluna Health (Heluna). The contract reflects an award amount of \$750,000 for Tri-City Mental Health Authority's (TCMHA) Mobile Crisis Care (MCC) program under the CYBHI "Other Implementation Track (Start-Up)".

Background:

The CYBHI is a multi-year, multi-department package of investments that support behavioral health and wellness for California children, youth, and their families. Efforts focus on promoting social and emotional well-being, preventing behavioral health challenges, and providing equitable, appropriate, timely, and accessible services for emerging and existing behavioral health needs for children and youth ages 0-25. The CYBHI aims to improve access to, and the quality of, behavioral health services for all children and youth in California, regardless of payer. The focus of CYBHI R5 is Early Intervention Programs and Practices, which includes Youth Mobile Crisis Response.

In November 2023, TCMHA submitted an application for a CYBHI R5 grant award to support the development of its MCC program. At the time, the only other source of dedicated funding for MCC was the Crisis Care Mobile Units (CCMU) grant. This solicitation occurred prior to the formal decision to allocate Behavioral Health Services Act to support MCC.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 741 Approving the Subaward Agreement with Public Health Foundation Enterprises (dba Heluna Health) for the Youth Behavioral Health Initiative Round 5: Early Intervention Programs and Practices Grant Award (CYBHI); and Authorizing the Executive Director to Execute the Agreement and any Amendments Thereafter
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Page 2**

In March 2024, TCMHA received notice that it had been selected for a CYBHI R5 award in the amount of \$750,000 under the CYBHI “Other Implementation Track (Start-Up)” for the MCC program. CYBHI R5 funds will be used towards salaries of MCC personnel that include a Peer Support Specialist, a Psychiatric Technician, Clinical Therapist, Clinical Supervisor, and Clinical Manager.

Fiscal Impact:

Grant award in the amount of \$750,000 to support the MCC program through June 30, 2025

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 741 authorizing the Executive Director to execute the Subaward Agreement, and any amendments thereafter, with Heluna Health accepting \$750,000 CYBHI R5 grant award for the MCC program.

Attachments

Attachment 4-A: Resolution No. 741 - Draft

Attachment 4-B: Subaward Agreement with Heluna Health

RESOLUTION NO. 741

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE SUBAWARD AGREEMENT WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, DBA HELUNA HEALTH, FOR THE CYBHI IN THE AMOUNT OF \$750,000 FROM THE CALIFORNIA DEPARTMENT OF HEALTHCARE SERVICES (DHCS); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) desires to enter into Subaward Agreement with the Public Health Foundation, dba Heluna Health, for the Youth Behavioral Health Initiative Round 5: Early Intervention Programs and Practices Grant Award (CYBHI) from the California Department of Health Care Services.

B. The award is in the amount of \$750,000 for TCMHA’s Mobile Crisis Care (MCC) program, under the CYBHI “Other Implementation Track (Start-Up).”

C. The CYBHI is a multi-year, multi-department package of investments that support behavioral health and wellness for California children, youth, and their families. The CYBHI aims to improve access to, and the quality of, behavioral health services for all children and youth ages 0-25 in California, regardless of payer. The focus of CYBHI R5 is Early Intervention Programs and Practices, which includes Youth Mobile Crisis Response.

D. The Authority affirms that the Subaward Agreement does not create or establish the relationship of employee, agent, joint venture, or partnership between Heluna Health and TCMHA.

2. Action

The Governing Board approves the Subaward Agreement with Heluna Health effective May 15, 2024 through June 30, 2025, accepting the CYBHI R5 grant award for the MCC program in the amount of \$750,000; and authorizes the Executive Director to enter into, and execute the Agreement, and any Amendments or extensions of such Agreement.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Special Joint Meeting of the Governing Board and the Mental Health Commission held on May 15, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

MICAELA P. OLMOS, RECORDING SECRETARY

DRAFT



IMPLEMENTATION SUBAWARD AGREEMENT

THIS AGREEMENT IS HEREBY MADE by and between Public Health Foundation Enterprises, Inc. DBA HELUNA HEALTH, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the GRANTEE (hereafter "GRANTEE") identified below and, sets forth the terms and conditions between Client and GRANTEE, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate the GRANTEE as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever.

I. IDENTIFIED PARTIES

CLIENT
HELUNA HEALTH

13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN:
Tax ID: 95-2557063
POC: Peter Dale
HH PMO Email: CYBHI@pgm.helunahealth.org

SUBAWARD GRANTEE
Tri-City Mental Health Authority

1717 N. Indian Hill Blvd., Suite B
Claremont, CA, 91711
Tax ID: 95-3775190

Program: CYBHI

Program No.: 1040.0701

II. **TERM.** Unless otherwise terminated or extended by written notice, the Term of this Agreement shall commence on date of execution and end on 06/30/2025. Term dates subject to change based on Implementation Plan.

III. **SERVICES AND COMPENSATION.** GRANTEE shall perform the services described below, and as described in Attachment A, Statement of Work ("SOW"). Services will take place at location(s) specified in the GRANTEE Implementation Plan.

- (a) **Scope of Work.** GRANTEE shall perform all services as stated in the agreed Invoice or Scope of Work, Exhibit A. GRANTEE shall perform the services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. GRANTEE maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of GRANTEE as a business operator.
- (b) **Payment.** HELUNA HEALTH agrees to compensate the GRANTEE in accordance with Exhibits B and C attached hereto. See Exhibit B "Budget" for line-item budget detail. GRANTEE shall be compensated only for services performed and required as set forth above. Additional services and/or costs will not be compensated. The compensation described is an all-inclusive amount. The total compensation payable to the GRANTEE hereunder shall be as set forth below:

TOTAL not to exceed subaward

\$750,000

If for any reason GRANTEE receives any compensation in excess of the amount described above, GRANTEE shall notify HELUNA HEALTH of the overpayment and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) **Invoice.** Invoices shall be submitted in accordance with Exhibit C.

Payment for submitted invoices shall be made after receipt and approval of all deliverables associated with each invoice. GRANTEE shall submit invoices to the attention of the HELUNA HEALTH Contact Person set forth above. **All final invoices** must be received within 30 days of the expiration or termination of this Subaward Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, GRANTEE waives (at HELUNA HEALTH's discretion) all rights to payment under such invoices. The GRANTEE shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to GRANTEE or its employees as a result of or in connection with the services performed by GRANTEE hereunder.

IV. **INSURANCE.** GRANTEE shall maintain insurance coverages in accordance with those listed in Exhibit E.

V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

HELUNA HEALTH	Date

SUBAWARD GRANTEE	Date

1. **STATUS OF GRANTEE.** Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. GRANTEE or independent contractor shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

GRANTEE shall retain sole and absolute discretion and judgment in the manner and means of carrying out GRANTEE's services hereunder. GRANTEE is under the control of HELUNA HEALTH as to the results of GRANTEE's services only, and not as to the means by which such results are accomplished. GRANTEE shall be responsible for completing the Scope of Work in a timely manner in accordance with this Agreement, but GRANTEE will not be required to follow or establish a regular or daily work schedule.

HELUNA HEALTH shall not be liable for any obligations incurred by GRANTEE unless specifically authorized in writing by HELUNA HEALTH. GRANTEE shall not act as an agent of HELUNA HEALTH, ostensibly or otherwise, nor bind HELUNA HEALTH in any manner, unless specifically authorized to do so in writing by HELUNA HEALTH.

HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of GRANTEE to assure its conformity with this Agreement.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of GRANTEE or the employees of the GRANTEE. GRANTEE shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

GRANTEE understands that GRANTEE is responsible to pay, according to law, GRANTEE's income taxes. If GRANTEE is not a corporation or other legal entity, GRANTEE further understands that GRANTEE may be liable for self-employment (social security) tax, to be paid by GRANTEE according to law. GRANTEE agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of GRANTEE's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of GRANTEE's services hereunder. Furthermore, to avoid conflict with federal or state regulations, GRANTEE will not be eligible for employment with HELUNA HEALTH within the same calendar year in which GRANTEE performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because GRANTEE is engaged in GRANTEE's own independent business, GRANTEE is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans.
4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning GRANTEE or the employees of GRANTEE. All persons hired by GRANTEE to assist in performing the tasks and duties necessary to complete the services shall be the employees of GRANTEE unless specifically indicated otherwise in an agreement signed by all parties. GRANTEE shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of HELUNA HEALTH.
5. **EQUIPMENT AND SUPPLIES.** GRANTEE shall provide all necessary equipment, materials and supplies required by GRANTEE to perform the services. GRANTEE will not rely on the equipment or offices of HELUNA HEALTH for completion of tasks and duties set forth pursuant to this Agreement.
6. **TERMINATION.** Without cause, HELUNA HEALTH may terminate this agreement by giving 15 days prior written notice to GRANTEE of intent to terminate without cause. With reasonable cause, HELUNA HEALTH may issue a Notice and Right to Cure OR terminate this agreement effective immediately upon GRANTEE's receipt of written notice of termination for cause. Reasonable cause shall include: (A) material violation or breach of this agreement, (B) any act of the GRANTEE that exposes HELUNA HEALTH to liability to others for personal injury or property damage or any other harm, damage or injury, and (C) cancellation or reduction of funding affecting the Program affecting the services.

Notice and Right to Cure. A. Unless otherwise specified in this Agreement, in the event of a default, HELUNA HEALTH may provide written notice of such default and the specific action required to cure such default, and the GRANTEE shall have thirty (30) days from the date that the notice is received to cure the default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, then the defaulting GRANTEE shall

not be deemed in default if and so long as such party commences and diligently continues to pursue the cure of such default within the 30-day period, and continuously pursues such cure thereafter to completion, but in no event beyond the Absolute Deadline as specified in the notice to cure unless otherwise agreed.

Upon the expiration or termination of this Agreement, GRANTEE shall promptly return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all Confidential Information of HELUNA HEALTH and all Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to the GRANTEE until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** The GRANTEE shall comply with all state and federal statutes and regulations applicable to the GRANTEE, the services or the Program, in performing GRANTEE's obligations under this Agreement. GRANTEE represents and warrants that neither GRANTEE nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** If the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**") is applicable to the services, GRANTEE shall execute and deliver HELUNA HEALTH's standard Business Associate Agreement as required by HIPAA.
9. **NON-DISCLOSURE.** HELUNA HEALTH and GRANTEE agree that during the course of this agreement, GRANTEE may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "**Confidential Information**") provided to or developed by HELUNA HEALTH and/or GRANTEE. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than HELUNA HEALTH and is the subject of reasonable efforts to maintain secrecy. Because GRANTEE may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford HELUNA HEALTH protection against its unauthorized use or its use in any manner detrimental to HELUNA HEALTH. Therefore, GRANTEE shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this agreement with HELUNA HEALTH or at any time thereafter, except as required in the course of GRANTEE's work with HELUNA HEALTH or except as otherwise provided in this Agreement. Further, GRANTEE shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by GRANTEE, in whole or in part, or otherwise coming into GRANTEE's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by GRANTEE upon request at any time and upon termination of this agreement.

GRANTEE's duty of non-disclosure in Section 9 of the Agreement shall not apply to any records otherwise subject to disclosure under the California Public Records Act, Cal. Gov. Code § 7920.000 et seq., or compelled by court order or subpoena."

10. **NON-SOLICITATION OF EMPLOYEES.** During the Term of this Agreement and for two years following the termination of this Agreement with HELUNA HEALTH, GRANTEE shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent contractor by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if GRANTEE engages in actionable conduct after the two-year period referred to above.
11. **WORKS FOR HIRE.** GRANTEE agrees that all discoveries, ideas, inventions, and information that GRANTEE may develop (either alone or in conjunction with others), information or work product developed wholly or partially by GRANTEE as part of or related to GRANTEE's retention by HELUNA HEALTH hereunder (including all intermediate and partial versions thereof) or the performance of the services hereunder or which existence GRANTEE may discover while retained by HELUNA HEALTH, including any software, platforms, all ideas, designs, marks, logos, and content relating thereto, whether or not subject to patent, copyright or trademark or other intellectual property protections including without limitation, any scripts, prototypes, other components (collectively the "Work Product"), shall be the sole property of GRANTEE upon its creation and (in the case of copyrightable works) upon its fixation in a tangible medium of expression.
12. **INDEMNITY.** GRANTEE hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of GRANTEE (or its agents, subcontractors or employees), (ii) GRANTEE's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation, (iii) the breach by GRANTEE (or its agents, subcontractors or employees) of any of its representations, warranties or agreements under this Agreement or (iv) any claims that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party. This duty to indemnify and defend shall survive the termination of this agreement.
13. **RECORD RETENTION AND ACCESS TO RECORDS.** GRANTEE shall grant to HELUNA HEALTH, the Program and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of GRANTEE relating to this Agreement or the services for audit, examination, excerpt and transcription. GRANTEE shall retain all such records for seven (7) years (or longer if required under HELUNA HEALTH's record retention policy, by the Program or by law, including under Circular A-110, Subpart C, Post- Award Requirements and FAR Subpart 4.7 Contractor Records Retention-4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.
14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non convenience.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by GRANTEE of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin GRANTEE from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by GRANTEE without the prior written approval and consent of HELUNA HEALTH.

EXHIBIT A
TO SUBAWARD AGREEMENT
SCOPE OF WORK (SOW)

As part of this agreement, the GRANTEE is required to submit an Implementation Plan which will be incorporated into this agreement once reviewed and finalized. The scope of the work below may be subject to change according to GRANTEE'S approved and finalized implementation plan.

Proposed Plan – Implementation Start-Up/Expansion

What is the name of your proposed/current program?

Mobile Crisis Care

Provide information about the services the program will/does provide.

Founded in 1960 through a joint powers agreement between the three cities of Pomona, Claremont, and La Verne in Los Angeles County, Tri-City Mental Health Authority delivers high-quality mental health services to the residents of the three cities. For more than 60 years, Tri-City has provided (and continues to provide) local children, youth, adults, and older adults with an integrated, strengths-based, trauma-informed, inclusive system of mental and behavioral health care focused on facilitating recovery, building resilience, and maintaining wellness. Support ranges from treatment, intensive treatment, and transition to early intervention, prevention, and wellbeing. Services include full-service partnerships, supplemental crisis services, field-capable services, permanent supportive housing, outpatient mental health, landlord housing support, therapeutic community gardening, wellness center, community navigators, peer-to-peer counseling, mental health first aid, and community capacity building and wellbeing.

Tri-City's proposed Mobile Crisis Care program is an intervention for individuals—often marginalized populations and including youth—to obtain necessary and immediate behavioral and mental health services. This comprehensive mobile crisis response program will provide de-escalation and relief to individuals experiencing a behavioral health or substance use-related crisis wherever they are within the catchment area, including at home, work, school, or in the community. Mobile crisis services will be provided by a multidisciplinary team of trained behavioral health professionals and include rapid response, individual assessment, and community-based stabilization. Tri-City aims to provide relief, reduce risk of danger and subsequent harm, and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement.

The Mobile Crisis Care program will provide the following:

- Initial face-to-face crisis assessment;
- Mobile crisis response;
- Crisis planning;
- Facilitation of a warm handoff, if needed;
- Referrals to ongoing services, if needed;
- Follow-up check-ins;
- Documentation; and
- Coordination with other delivery systems.

Provide a proposed plan for implementing this program. The plan should include:

The steps needed to implement/expand the program, including milestones,

Tri-City needs to continue establishing and developing infrastructure for delivering mobile crisis support services. Tri-City will determine project leadership and administration and create internal and external workflows (e.g., protocols, policies, and procedures) for team members and partners. Workflows and process mapping will entail more relationship-building and entering formal partnerships (e.g., charters, memoranda of understanding/agreements) with agencies across sectors such as law enforcement, local emergency room, schools, and community organizations as necessary.

Tri-City will collaborate with LA County Department of Mental Health (LAC DMH) to build out its call and dispatch center (including related electronic data systems). Part of the project entails streamlining processes and working closely with local call centers that include 911, 988, and 211. Tri-City also needs to create a hotline/call center number for triaging, dispatching, and tracking the mobile crisis team. The Authority will also need to set up a system and operations for receiving crisis calls.

Tri-City will finalize the staffing model and structure for mobile crisis response. Steps include determining schedules, establishing housing locations, and recruiting and hiring team members to do the mobile crisis work. This process includes onboarding and training new staff as necessary, introducing the team to project partners, and building a rapport and foundation of trust in the community. Equipment, vehicles, and supplies will also need to be purchased before implementation can begin. Components include necessary, new, updated, or expanded electronic health record system, technology hardware and software (e.g., laptops, tablets, cell phones, etc.), vehicular customization, furniture, medications, and personal protective equipment.

The Authority will also develop marketing and communications plans to build awareness of the newly established program and educate program partners and community members about how to access and navigate Mobile Crisis services.

A schedule supporting the implementation plan that includes hiring staff, contracting staff, MOUs, training, procuring any goods needed, etc.,

Oct.-Nov. 2023 Establish Tri-City MCC project leadership and administration.

Oct.-Dec. 2023 Finalize internal and external workflow (process mapping): protocols, policies, procedures.

Oct.-Jan. 2024 Coordinate with LAC DMH, law enforcement, hospital/emergency room, educational institutions, and psychiatric hospitals on crisis assessment and triage protocols, procedures, and workflow.

Nov.-Jan. 2024 Recruit, hire, and onboard MCC team members.

Nov.-Jan 2024 Purchase vehicles and equipment.

Nov.-Jan. 2024 Establish hotline number.

Nov.-Jan. 2024 Create standardized dispatch tool.

Nov.-Jan. 2024 Create call center for three cities in service area.

Jan.-Feb. 2024 Develop communications plan for marketing and outreach.

Jan.-Feb. 2024 Create informational resources for public to use as references and guides regarding crisis care mobile response services.

Feb. 2024 Anticipated start of CYBHI R5 grant funding.

Feb. 2024 Mobile crisis response project operational.

Feb.-2024-ong. Promote MCC-related activities and news on Tri-City and partner websites and social media accounts.

Jan.-Mar. 2024 Training for law enforcement on when and how to engage mobile crisis response

Jan.-Mar. 2024 Training for schools on when and how to engage mobile crisis response

Jan. 2024-ong. Maintain partnership with local law enforcement regarding triage and appropriate response.

Jan. 2024-ong. Train MCC staff and local law enforcement on navigating difficult situations and crisis de-escalation.

Jan. 2024-ong. Various topical training for project team members.

Apr.-Aug. 2024 Mobile crisis response awareness campaign

Apr. 2024-ong. Outreach and engagement activities

Jul. 2024-ong. Vehicle maintenance

Jun. 30, 2025 End of CYBHI R5 grant funding

EXHIBIT B
TO SUBAWARD AGREEMENT
BUDGET

ATTACHMENT 5				
BUDGET WORKSHEET - Early Intervention Programs				
(Whole Dollars)				
Applicant: Tri-City Mental Health Authority				
Program: Other Early Intervention Program				
Track 1 - Start-Up				
(1) Hire Staff (list individual role/classification) (add rows as needed)	(2) Hiring Month	(3) GY 1	(4) GY 2	(5) Total All GYs
Clinical Wellness Advocate (Peer Support Specialist)	Jan-24	25,871	51,742	77,614
Psychiatric Technician1	Jan-24	36,951	73,902	110,853
Clinical Therapist II	Jan-24	58,943	117,887	176,830
Clinical Therapist II Senior/Lead	Jan-24	30,945	61,890	92,836
Clinical Supervisor	Jan-24	35,865	71,731	107,596
Clinical Manager	Jan-24	38,540	77,081	115,621
				-
(6) Total Personnel Services		227,117	454,233	681,350
(7) Hire Contractors or other non-staff (if applicable, list individual role/classification) (Add rows as needed)	(8) Hiring Month	(9) GY 1	(10) GY 2	(11) Total All GYs
				-
(12) Total Contracted Services		-	-	-
(13) Total Personnel/Contracted Services		227,117	454,233	681,350
(14) Other Costs (non-staff and non-contracted services)	(15) Exp Month	(16) GY 1	(17) GY 2	(18) Total All GYs
Youth-specific marketing	Jul-24	156	312	468
Indirect costs (10% federal de minimus)		22,727	45,455	68,182
(19) Total Other Costs		22,883	45,767	68,650
(20) Total Grant Request		250,000	500,000	750,000

EXHIBIT B
 TO SUBAWARD AGREEMENT
 BUDGET & PAYMENT SCHEDULE

Deliverable Description	
1	Tracking log – status of “Subgrantee Terms & Conditions” completion – up to 10% of total funds for round grant round
2	Tracking log – status of “Subgrantee Detailed Implementation Plans” completion – up to 50% of total funds awarded for grant round
3	Tracking log – status of “Subgrantee Interim Progress Report #1 and Data Reports” completion – up to 15% of total funds awarded for grant round
4	Tracking log – status of “Subgrantee Interim Progress Report #2 and Data Reports” completion – up to 15% of total funds awarded for grant round
5.	Tracking log - status of “Subgrantee Final Progress Report (#3) and Data Reports” completion – up to 10% of total funds awarded for grant round

*DHCS or the TPA, as appropriate, may recoup funds in cases where GRANTEES fail to timely complete program deliverables.

EXHIBIT C
TO SUBAWARD AGREEMENT
FORM OF INVOICE

1. Invoicing and Payment

- A. For completion of high-quality deliverables in accordance with the Subaward terms, and upon receipt and approval of the invoices, HELUNA HEALTH agrees to compensate GRANTEE for actual deliverables completed in accordance with Exhibit B.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

<https://wkf.ms/41we4FV>

HELUNA HEALTH, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the GRANTEE by HELUNA HEALTH and shall not require an amendment to this Agreement.

C. Invoices must:

- 1) Be prepared on Subaward GRANTEE letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represents actual expenses for the service performed under this Agreement.
- 2) Bear the Subaward GRANTEE's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize reimbursement for deliverables completed during for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those deliverables expressly identified in this Agreement and approved by HELUNA HEALTH.

D. Rates Payable

GRANTEE will be reimbursed for services satisfactorily performed based on the billing schedule as shown in Exhibit B.

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, DHCS, CIBHS, or HELUNA HEALTH shall have no liability to pay any funds whatsoever to Subaward GRANTEE or to furnish any other considerations under this Agreement and Subaward 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, HELUNA HEALTH shall have the option to either cancel this Agreement with no liability occurring to DHCS, CIBHS, or HELUNA HEALTH, or offer an agreement amendment to Subaward GRANTEE to reflect the reduced amount.

3. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Contract, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Contract have ceased and that no further payments are due or outstanding.
- B. HELUNA HEALTH may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written HELUNA HEALTH approval of an alternate final invoice submission deadline. Written HELUNA HEALTH approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Contract.

EXHIBIT D
TO SUBAWARD AGREEMENT
FLOW DOWN PROVISIONS
DHCS TERMS AND CONDITIONS

I. Use of Funding

- a. **EBP/CDEP grant implementation planning:** All awardees will be expected to complete a standardized implementation plan which will identify how funding will be used and the timelines associated.
- b. **Program guidance and conditions.** All awardees must follow all terms, conditions, and guidelines provided in the most recently updated EBP guidance, as published by DHCS, and in the below Terms and Conditions.
- c. **Standard funding restrictions.** A portion of this funding may be used toward implementation planning, with any remaining funding being directed toward program implementation.
- d. **Applicable additional policies.** All awardees must comply with any federal and/or state policies as a condition of funding.
- e. **Changes and modifications.** All edits to documents submitted by awardees (e.g., implementation plans) will need to be shared in writing and are subject to CIBHS, HELUNA HEALTH & DHCS approval.

II. Role of Third-Party Administrators

- a. **Awardees' acknowledgement.** CIBHS and HELUNA HEALTH is the sole third-party administrator on behalf of DHCS and not liable or responsible for DHCS decisions or actions.
- b. **Expected relationship between awardees and TPA.** The TPA will play a critical role throughout the grant period on behalf of DHCS (e.g., Project Management Office, administrative and collaborative learning TTA, implementor of the TPA technical support to under-resourced applicants).

III. Additional DHCS Terms and Conditions, explaining elements such as (*non-exhaustive*)

- a. **Funding received will not duplicate nor supplant** any existing funding sources, initiatives, or programs by other federal, state, or local funding sources.
- b. **Modifications to payment dates or amounts** will be at the discretion of DHCS and with formal written notice.

- c. **DHCS or TPA may audit or inquire into awardee actions** regarding receipt and use of grant funds at any time and detail the timelines (e.g., “awardee must respond to inquiries, communications, and reasonable requests for information or documentation from DHCS or the TPA within two (2) business days of receipt and must provide any requested information within five (5) business days unless an alternative timeline is approved by DHCS”).
- d. **Awardee alert and fund return** may occur if circumstances prevent it from carrying out any of the aforementioned activities and may be required to return unused funds to DHCS through TPA.
- e. **Awardee’s authorized representative** may need to provide a point of authority contact to speak and act on behalf of the awardee and contact information will be collected in this section.
- f. **Awardee record and documentation** will ensure that all documentation used to support and detail expenditures will be retained for no less than ten (10) years beyond the date of final payment and will make sure records available for complete inspection by DHCS upon request.
- g. **DHCS has rights to reports and data** associated with the activities pursuant to this grant, except as restricted by applicable law.
- h. **Delivery of models will need to have culturally competent care** ensuring responsive approach to implementation with priority populations not limited to additional training or collaborative learning sessions.
- i. **Awardee will not discriminate** any class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.
- j. **Disputes and indemnification** will outline the right to and use of appropriate legal counsel in the case of legal issues arising.
- k. **Disclaimer** stating that the funds and services are available on an “as-is and as-available basis” and that awardees use funds at their own risk.
- l. **Verification of background and financial verification** outlining the steps necessary to ensure GRANTEE eligibility and due diligence.

IV. Auditing and Recoupment. DHCS or the TPA, as appropriate, may:

- a. **Perform audits of EBP/CDEP program funding disbursements** and any corrective actions necessary and associated plans.
- b. **Outline the process if funds are underspent during the project period** with final progress reports and outlines of acceptable scenarios with next steps (e.g., rollover funds, return unused funds, or audit and recoupment of unused funds).
- c. **Recoup funds in cases where there is:**

- i. Identified fraud, waste, or abuse.
- ii. Funding spent on impermissible use of funds.
- iii. Identification that funding received by the entity may be duplicative with other funding sources. [REDACTED]
- iv. Identification that an awardee becomes ineligible to provide services.
- v. Evidence that an awardee uses funding on an item or activity that was not approved in their implementation plan.
- vi. Evidence that awardee deviates significantly (as determined by DHCS in coordination with TPA) in how funding was applied to various approved funding uses relative to what is in the original budget template.
- vii. Identification that awardees did not spend all the funds received and will not voluntarily return unused funds.

EXHIBIT E
TO SUBAWARD AGREEMENT
INSURANCE REQUIREMENTS

GRANTEE shall, at GRANTEE'S cost and expense, maintain in full force and effect for the entire term of this Agreement the following types of insurance:

Commercial General Liability Insurance. GRANTEE shall procure and maintain Commercial General Liability insurance written on an occurrence basis with listed limits of at least \$1,000,000 per occurrence for bodily and property damage and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. GRANTEE shall not provide general liability insurance under any Claims Made General Liability form and will require CIBHS's approval if GRANTEE'S General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to GRANTEE'S services or other activities associated with this Agreement, including, without limitation, liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured.

Additional Insureds added to General Liability Policy. The State of California, CIBHS, Heluna Health and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.

Workers Compensation Insurance. GRANTEE shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). GRANTEE must maintain such a policy and provide CIBHS with a certificate of insurance that includes a waiver of subrogation endorsement.

Automobile Insurance. GRANTEE shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 single limit per occurrence for bodily and property damage combined; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the GRANTEE must possess automobile liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. GRANTEE agrees to include an Additional Insured Endorsement naming the State of California, CIBHS, Heluna Health and their

respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees as additional insureds. GRANTEE will, as soon as practicable, furnish a copy of the certificate of insurance to CIBHS. The certificate of insurance will identify CIBHS Agreement number referenced on the signature page hereto. GRANTEE will provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued covered for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

Pollution Liability. (Applicable only when services involve the handling of toxic or hazardous substances.) GRANTEE shall maintain Pollution Liability insurance covering the liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

General Insurance Provisions. GRANTEE will provide evidence of such Insurance to HELUNA HEALTH within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the project. GRANTEE agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. GRANTEE'S general liability, auto liability and Professional insurance must be issued by responsible insurance companies. Upon failure of GRANTEE to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of HELUNA HEALTH, may be suspended, discontinued or terminated. Failure of GRANTEE to purchase and/or maintain any required insurance shall not relieve GRANTEE from any liability or indemnification under the Agreement.

EXHIBIT F
TO SUBAWARD AGREEMENT
DHCS IMPLEMENTATION AND REPORTING GUIDANCE FOR GRANTEES

Overview of implementation planning and reporting requirements

Implementation Planning requirements

The Implementation Plan will provide an opportunity for subaward GRANTEEs to detail their proposal for how EBP/CDEP grant program funding will be deployed to scale their selected EBP. Additionally, it will enable GRANTEEs to establish clear programmatic goals and objectives, identify specific project tasks and activities and define organizational capacity, and required resources. GRANTEEs will also have the opportunity to outline potential risks and mitigation strategies prior to implementation.

The template for the Implementation Plan, with relevant sections and more detailed guidance, will be made available to subaward GRANTEEs. Upon completion of Subgrantee terms and conditions, [10]% of the allocated funding will be made available to support GRANTEEs in developing their Implementation Plans. GRANTEEs may utilize all or part of this funding toward implementation planning, with any remaining funding being directed toward program implementation.

After the Implementation Plan is submitted, DHCS or its designated third-party administrator will review and provide feedback to GRANTEEs. Implementation Plans may require revision prior to DHCS's final approval. Once the Implementation Plan is approved, an additional [50]% of the allocated funding will be disbursed to each GRANTEE.

Data Reporting requirements

According to the Child and Youth Behavioral Health Initiative (CYBHI) statute (Welfare & Institutions Code 5961.5), "as a condition of funding, grant recipients shall share standardized data, in a manner and form determined by the department." In accordance with this statutory requirement, DHCS intends to collect performance data from each GRANTEE through a series of progress reports that will enable GRANTEEs to share metrics on their progress against programmatic goals and objectives. In order to prepare for submitting these progress reports, a CYBHI data platform solution will be provided to GRANTEEs to facilitate the successful collection and reporting of outcomes and client characteristics data. As part of the implementation plan, each GRANTEE will develop a plan for submittal of data. This will include two options for data submittal: 1) direct data entry into the CYBHI data platform, and 2) routine upload of data to the CYBHI data platform. A GRANTEE may decide to use both options depending on the data to be submitted (i.e., uploading client characteristics data and entering assessment tool data directly

into the platform). The data metrics required will be provided to GRANTEEs prior to completion of the implementation plan and will also be reviewed in the Data Collection and Reporting - Collaborative Learning Sessions.

GRANTEEs will be asked to provide individual client-level data. This does not include identifying information such as name, date of birth, address, phone number, etc. If requested, GRANTEEs may submit aggregate data counts for some or all of the data elements in lieu of client-level data. DHCS's approval of these reports will be tied to disbursement of grant awards, with preliminary information shared below:

First interim subgrantee progress report to be submitted by GRANTEEs by 10/10/2024. Upon approval, an additional 15% of funding will be dispersed to the GRANTEEs.

Second interim subgrantee progress report to be submitted by GRANTEEs by 02/10/2025. Upon approval, an additional 15% of funding will be dispersed to the GRANTEEs.

Third and Final interim progress report to be submitted by GRANTEEs by 05/31/2025.

Implementation closure report to be submitted by GRANTEEs at the conclusion of the implementation period, documenting the overall program outcomes and their complete use of funds. GRANTEEs will also be asked to report their plans to sustain and amplify the impact achieved, including reimbursement strategies and alternative sources of funding.

General guidelines and instructions

The Implementation Plan may be completed in collaboration with additional stakeholders (e.g., partner organizations, sub-recipients), as appropriate. Subaward GRANTEEs receiving funding for the Integrated track should plan to submit a single Implementation Plan.

Subaward GRANTEEs planning to scale an EBP at multiple sites should detail their overall activities as well as site-specific activities in a single overarching Implementation Plan. GRANTEEs proposing to distribute awarded grant funding to sub-recipients in the Implementation Plan will be asked to provide detail on each sub-recipient, e.g., defining tasks and activities that will support scaling for each sub-recipient.

Preparing to complete the Implementation Plan

The Implementation Plan template will ask subaward GRANTEEs to provide detailed information about their approach to scaling their selected EBP/CDEP, including but not limited to the following:

Current and planned scale of operations and services

GRANTEEs will be asked about the following:

- Geographical scale of program delivery, e.g., counties where services are currently being offered and additional counties where grant-supported services may be offered.

Operationalization, including activities and staffing

Information requested from GRANTEEs will include:

- Planned activities and project tasks, including the organizations' approach to define site-specific goals and objectives, as well as timelines and milestones for activities.
- Anticipated staffing needs and plans, such as the appointment of a project manager and their role in overseeing implementation, recruitment and training of administrative staff and providers, and creation of a diverse interdisciplinary team.
- Potential risks that may impact the success of the program, including GRANTEES' plans to proactively assess and mitigate these risks, e.g., reimbursement challenges, provider shortages, organizational issues.

Sustainability outlook for the program

Subaward GRANTEEs will be asked to describe their intent and plans for ensuring sustainable program delivery, recognizing that the EBP/CDEP grant is a one-time source of funding. Examples may include descriptions of leadership responsibilities in overseeing operational sustainability, strategies for developing payer affiliations and contracting arrangements, and pathways to secure alternative sources of funding.

Budget template

Subaward GRANTEEs will be asked to provide a revised budget, based on the award size and scope of activities planned. This budget total should equal the award amount allocated by DHCS and must be itemized by specific resources required for each activity (e.g., training costs, staff salaries by level).

Program goals and measurable objectives

Information requested from the subaward GRANTEEs will include:

- Anticipated outcomes, such as how the proposed intervention will lead to specific outcomes, and how the outcomes themselves will be determined and measured.
- Specific and measurable quarterly targets and goals across performance metrics (Please see Appendix: Potential Metrics to measure), including explanations of how achievement of these goals will translate into meaningful impact for the population(s) of focus. For example, GRANTEEs will be asked to estimate the number of additional parents/caregivers who will receive services that would otherwise not have been available in the absence of CYBHI grant funding.
- Feasibility of established targets, especially in terms of GRANTEEs playing a proactive role in setting context-specific targets and objectives. For example, if a GRANTEE proposes to scale an EBP across 5 sites simultaneously, it would be pertinent to detail how program fidelity will be monitored across these locations.

Preparing for data reporting

Within the Implementation Plan, GRANTEEs will be asked to provide detail on topics including:

- Performance indicators for evaluating progress toward stated programmatic goals (including data reporting cadence and timelines as well as internal performance assessments for evaluating program administration).
- Data collection instruments and processes, including staff responsibilities and oversight for these processes.
- Quality improvement protocols (e.g., proposed periodic review process).

Support and available resources

Technical assistance provided through collaborative learning sessions will be mandatory for all GRANTEEs. These required sessions will address implementation support, equity framework, and data collection and reporting. Additional training, office hours, webinars, and individual assistance will be provided as needed by DHCS's designated TPA.

When needed, operational and technical assistance with data collection and reporting will also be available. In addition to this support, GRANTEEs are highly encouraged to seek program-specific guidance on best practices in data collection and performance assessment from the relevant EBP/CDEP training authority.

In addition to feedback from DHCS and its designated TPA, it may be beneficial for select GRANTEEs (e.g., those receiving start-up track funding) to obtain additional input from an impartial external party (e.g., researcher or educator in the field) to “pressure test” data collection and reporting assumptions and plans, in advance of the implementation and data reporting schedule.

Potential metrics to be included:

Subaward GRANTEEES may be requested to outline their plan for reporting the following metrics for programmatic assessment, noting that applicable metrics and reporting cadence will vary by grant track (start-up vs. operational expansion); more detailed track-specific guidance will be shared by DHCS.

Metrics potentially measurable in the shorter-term (3-6 months) and beyond

1. **“Systems impact”** of the program on the GRANTEE organization:
 - a. **Provider training** (e.g., number of trainings completed, number of providers trained and certified to deliver a program or practice)
 - b. **Service utilization** (e.g., number of individuals/families serviced, average participation duration, program completion rates, number of children receiving well-child visits, number of children receiving behavioral-developmental health screenings)
 - c. **Operational growth** (e.g., number of new sites, expansion of existing facilities, counties reached)
 - d. **Experience measures** (e.g., behavioral health provider satisfaction ratings; experience scores from site/program administrators)
2. **“Community impact”** on populations served:
 - a. **Equity measures** (e.g., number of new children/ parents/ caregivers/ families engaged in services for populations of focus) – with detail on demographics of those serviced.
 - b. **Community support measures** (e.g., number and level of supports available for positive parenting, level of parental and child/ adolescent trust in community-based organizations)
3. **“Financial impact”** of the program:
 - a. **Quarterly and annual budgets and associated expense reports** (e.g., equipment and capital improvement costs, planning costs, training costs)
 - b. **Return on investment** (e.g., HealthySteps Return on Investment calculations)

Metrics potentially measurable in the longer-term (6-12 months) and beyond

1. **“Individual impact”** on families (parents/caregivers and children):
 - a. **Clinical impact on children** (e.g., frequency of emotional and behavioral challenges, disruptive and positive behaviors, Adverse Childhood Experiences)
 - b. **Clinical impact on parents** (e.g., measures of parental stress/anxiety and wellbeing, parental understanding of child development, use of positive parenting practices, parental mental health literacy, parental depression)
 - c. **School-related measures** (e.g., rates of absenteeism, childcare/ preschool suspensions and expulsions)
 - d. **Care continuity** (e.g., proportion of beneficiaries who remain engaged with the organization)

EXHIBIT G
TO SUBAWARD AGREEMENT
DHCS EQUITY EVALUATION REQUIREMENT

Equity Evaluation Requirement for The Children and Youth Behavioral Health Initiative (CYBHI)

Every participating subaward grantee is required to conduct an evaluation of the organization's efforts toward the provision of accessible services with an Anti-Racism, Diversity, Equity, and Inclusion perspective. Evidence-based practices (EBPs) and Community-Defined evidence practices (CDEPs) can serve to advance equitable behavioral health access, quality, and outcomes. However, EBPs and CDEPs do not take place in a silo. They must be integrated into organizational culture, practices, policies, and programs. Their impact on equity is maximized if integrated into an organization actively working toward becoming an antiracist organization that prioritizes behavioral health equity.

Tool for EBP Implementation Readiness

All grantees whose programs are housed within a behavioral health organization are strongly encouraged to adopt the Self-Assessment for Modification of Anti-Racism Tool (SMART) as the standard to meet the project evaluation requirement.

Grantees that are not behavioral health organizations, such as schools, hospitals, other primary care settings, that wish to use another equity assessment tool must submit a description of tool, rationale, process and criteria for consideration as a component of the Implementation Plan referenced in Exhibit F. The requirement also applies to grantees who have recently completed an equity organizational assessment using a tool other than the SMART. Approval of an alternate evaluation tool will be approved on a case-by-case basis.

Grantees using or intending to use an assessment tool other than SMART, must submit a copy of the tool along with the following information:

- **Rationale:** Brief description of tool and reason, principles and intention used in selecting alternate assessment tool. Please also include information if an alternate selection is part of an existing larger county or institutional process and provide implementation timeframe.
- **Process:** Provide a brief outline of the assessment tool implementation process including outline of organizational domains to be assessed. Please also include descriptions of the steps required for tool implementation, process for data collection, analysis and reporting, sustainability plan and integration commitments and commitment to policy development in response to assessment results and learning.
- **Criteria:** Provide benchmark/baseline data, relevant areas of assessment, and what resources your organization will dedicate to complete the assessment.

Please submit your evaluation and related documents via the link you will receive from CIBHS/Heluna Health.

EXHIBIT H

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective date of execution of this agreement, is entered into by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health and (“HELUNA HEALTH” or “Business Associate”) and GRANTEE (“Sub-Business Associate”) in association with Sub-grantee agreement under the California Youth Behavioral Health Initiative (CYBHI) with California institute for Behavioral Health Solutions (CIBHS).

Whereas, Business Associate provides services under a Business Associate Agreement(s) for or on behalf of one or more Covered Entities and, in connection with those services, a Covered Entity may need to disclose to Business Associate, or Business Associate may need to receive, have access to, or create Protected Health Information (as defined below) that is subject to protection under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (“Privacy Regulations”), the Health Insurance Reform: Security Standards (“Security Regulations”) at 45 Code of Federal Regulations (C.F.R.) Parts 160, 162, and 164 and The Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, as amended (together, the “Privacy and Security Regulations”).

Whereas, HELUNA HEALTH is in partnership with Sub-Business Associate pursuant to a Collaborative Practice Agreement and, in connection with those services, HELUNA HEALTH may need to disclose to Sub-Business Associate or Sub-Business Associate may need to receive, have access to, or create Protected Health Information that is subject to protection under HELUNA HEALTH’s Business Agreement with one or more Covered Entities and Privacy and Security Regulations.

Whereas, the Privacy and Security Regulations require HELUNA HEALTH to ensure that any agent, including a Sub-Business Associate, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Protected Health Information, and, as part of meeting such requirement, HELUNA HEALTH requires each of its agents and Sub-Business Associates that receive Protected Health Information from HELUNA HEALTH, or create Protected Health Information for HELUNA HEALTH, on behalf of a Covered Entity, to execute this Agreement obligating the agent or Sub-Business Associate to comply with the same restrictions and conditions that apply throughout the Business Associate Agreement to HELUNA HEALTH with respect to such Protected Health Information.

Whereas, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates and their Sub-Business Associates in the same manner as they apply to a Covered Entity and such provisions must be incorporated into the Business Associate Agreement and Sub- Business Associate Business Associate Agreement, respectively.

This Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by

Sub-Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Sub-Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record includes an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media includes (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information includes Protected Health Information that is (i) transmitted by Electronic Media; (ii) maintained in Electronic Media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502(b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160, 162, and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Sub-Business Associate from or on behalf of HELUNA HEALTH. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present

or future payment for the provision of health care to an Individual;
(ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Sub-Business Associate from or on behalf of HELUNA HEALTH, or is created by Sub-Business Associate, or is made accessible to Sub-Business Associate by HELUNA HEALTH. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 C.F.R. Parts 160, 162, and 164.
- 1.13 This section 1.13 is intentionally omitted.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Sub-Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF SUB-BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Sub-Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the services, and as otherwise provided in this Agreement;
- (b) shall Disclose Protected Health Information to Business Associate or Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use and Disclose Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law;
- (d) may Use or Disclose Protected Health Information to provide data aggregation services to Business Associate, except as otherwise limited in this Agreement.

Sub-Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Business Associate.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Sub-Business

Associate: (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment

or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of HELUNA HEALTH and as permitted by the HITECH Act. This prohibition shall not affect payment by HELUNA HEALTH to Sub-Business Associate.

2.3 Adequate Safeguards for Protected Health Information. Sub-Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Sub-Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulations' minimum necessary standard as in effect or as amended, or to a limited data set as defined by 45 C.F.R. § 164.514(e)(2), unless additional information is needed to accomplish the intended purpose, or as otherwise permitted by law, including HIPAA and the HITECH Act.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Sub-Business Associate:

- (a) shall promptly report to HELUNA HEALTH each Use or Disclosure of Protected Health Information, of which it becomes aware, that is made by Sub-Business Associate, its employees, representatives, agents, Sub-Business Associates, or other parties under Sub-Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Agreement or otherwise required by law.
- (b) shall promptly report to HELUNA HEALTH each Security Incident of which Sub-Business Associate becomes aware.
- (c) shall notify HELUNA HEALTH within twenty four hours of each Breach by Sub-Business Associate, its employees, representatives, agents, or Sub-Business Associates of Unsecured Protected Health Information that is known to Sub-Business Associate or, by exercising reasonable

diligence, would have been known to Sub-Business Associate. Sub-Business Associate shall be deemed to have knowledge of a Breach of

Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Sub-Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Telephonic Report. Except as provided in Section 2.4.3, notification shall be made as soon as practicable upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 222-7895.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be promptly followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Sub-Business Associate to the HELUNA HEALTH at:

Peter Dale, Chief Program Officer
13300 Crossroads Parkway North Ste
450 City of Industry, CA 91746
pdale@helunahealth.org
562-222-7886

- (a) The notification required by section 2.4.2 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Sub-Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) the notification required by section 2.4.2 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. § 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Sub-Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the Breach;
- (v) A brief description of what Sub-Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Sub-Business Associate is not able to provide the information specified in section 2.4.2 (a) or (b) at the time of the notification required by section 2.4.2, Sub-Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Sub-Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Sub-Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Sub-Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Sub-Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in this section is submitted during that time.
- 2.5 Mitigation of Harmful Effect. Sub-Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Sub-Business Associate of a Use or Disclosure of Protected Health Information by Sub-Business Associate in violation of the requirements of this Agreement.
- 2.6 This section 2.6 is intentionally omitted.
- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Sub-Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the HELUNA HEALTH, Covered Entity and the Secretary for purposes of determining Covered Entity's or HELUNA HEALTH's compliance with the Privacy and Security Regulations. Sub-Business Associate shall immediately notify Business Associate of any requests made by the Secretary or Covered Entity and provide Business Associate with copies of any documents produced in response to such request, unless the Secretary expressly prohibits such disclosure.
- 2.8 Access to Protected Health Information. Sub-Business Associate shall, to the extent HELUNA HEALTH communicates that any Protected Health Information constitutes a

“designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by HELUNA HEALTH available to the Individual(s) identified by HELUNA HEALTH, as being entitled to access and copy that Protected Health Information. Sub-Business Associate shall provide such access for inspection of that Protected Health Information within three (3) business days after receipt of request from HELUNA HEALTH. Sub-Business Associate shall provide copies of that Protected Health Information within seven (7) business days after receipt of request from HELUNA HEALTH. If Sub-Business Associate maintains an Electronic Health Record, Sub-Business Associate shall provide such information in electronic format to HELUNA HEALTH.

2.9 Amendment of Protected Health Information. Sub-Business Associate shall, to the extent HELUNA HEALTH communicates that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by HELUNA HEALTH. Sub-Business Associate shall make such amendment within ten (10) business days after receipt of request from HELUNA HEALTH.

2.10 Accounting of Disclosures. Upon HELUNA HEALTH’s request, Sub-Business Associate shall provide to HELUNA HEALTH an accounting of each Disclosure of Protected Health Information made by Sub-Business Associate or its employees, agents, representatives or Sub-Business Associates, necessary for HELUNA HEALTH to respond to a request from a Covered Entity or by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act, which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Sub-Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Sub-Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. In the case of an Electronic Health Record maintained by Sub-Business Associate on behalf of HELUNA HEALTH, the accounting period shall be three (3) years and the accounting shall include Disclosures for treatment, payment, and health care operations, in accordance with the HITECH Act. Sub-Business Associate shall provide to HELUNA HEALTH, within seven (7) business days after receipt of request from Business Associate, information collected in accordance with this Section 2.10 to permit HELUNA HEALTH to respond to a request from a Covered Entity or by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Sub-Business Associate maintains an Electronic Health Record, Sub-Business Associate shall provide such information in electronic format.

2.11 Indemnification. Sub-Business Associate shall indemnify, defend, and hold harmless

HELUNA HEALTH, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Sub-Business Associate's acts and/or omissions arising from and/or relating to this Agreement; Sub-Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of the Secretary . Likewise, HELUNA HEALTH shall indemnify, defend, and hold harmless Sub-Business Associate, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with HELUNA HEALTH's acts and/or omissions arising from and/or relating to this Agreement; HELUNA HEALTH's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of the Secretary.

OBLIGATION OF BUSINESS ASSOCIATE

- 3.1 Obligation of HELUNA HEALTH. HELUNA HEALTH shall notify Sub-Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Sub-Business Associate's performance of the services, and Sub-Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. This Agreement shall be in effect from the Effective Date for so long as Sub-Business Associate provides services to HELUNA HEALTH. Sub-Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Sub-Business Associate shall return or destroy all Protected Health Information received from HELUNA HEALTH, or created or received by Sub-Business Associate on behalf of HELUNA HEALTH. This provision shall apply to Protected Health Information that is in the possession of Sub-Business Associates or agents of Sub-Business Associate. Sub-Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Sub-Business Associate determines that returning or destroying the Protected Health Information is infeasible, Sub-Business Associate shall provide to HELUNA HEALTH notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, Sub-Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Sub-Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Sub-Business Associates and Agents. Sub-Business Associate shall ensure that any agent, including a Sub-Business Associate, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Protected Health Information. Sub-Business Associate shall require each of its agents and Sub-Business Associates that receive Protected Health Information from Sub-Business Associate, or create Protected Health Information for Sub-Business Associate, on behalf of HELUNA HEALTH, to execute a written agreement obligating the agent or Sub-Business Associate to comply with the same restrictions and conditions that apply through this Agreement to Sub-Business Associate with respect to such Protected Health Information.
- 5.3 This Section 5.3 is intentionally omitted.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this agreement shall be resolved in favor of a meaning that permits HELUNA HEALTH to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for HELUNA HEALTH to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.
- 5.7 Governing Law. This Agreement shall be governed by and construed in accordance

with the laws of the State of California, to the extent that the provisions of HIPAA, the Privacy and Security Regulations, and the HITECH Act and its implementing regulations do not preempt the laws of the State of California.

- 58 Notices. When not otherwise described in this agreement, the parties shall send all Notices required under this agreement by certified mail, return receipt requested. The parties may also provide such Notice by hand-delivery or electronic mail, provided that the method of delivery is acknowledged and agreed to by the other party in advance of delivery of such Notice. The parties shall consider hand-delivered Notices communicated as of actual receipt, electronically-delivered Notices communicated as of one (1) business day after sending, and mailed Notices communicated as of three (3) business days after mailing.



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

DATE: May 15, 2024
TO: Governing Board of Tri-City Mental Health Authority
FROM: Rimmi Hundal, Executive Director
BY: Diana Acosta, CPA, Chief Financial Officer
SUBJECT: Consideration of Request to Authorize the Executive Director to Evaluate Commercial Real Estate for the Acquisition of a New Building

Summary:

Tri-City Mental Health Authority (TCMHA) management is seeking authorization from the Governing Board to proceed in conducting research to evaluate commercial real estate with the interest of acquiring a building that is located in very close proximity to other TCMHA buildings on North Garey Avenue. TCMHA management is interested in acquiring the building located at 2055 N. Garey Avenue in Pomona and would like authorization to proceed with having an appraisal, property inspection and an environmental study performed before any negotiation or offer can be made. Additionally, if negotiations fail or if this building is sold before TCMHA could begin negotiations, in the interest of time, management is requesting authorization to proceed with similar procedures on a different commercial property should the opportunity present itself.

Background:

Prior to 2020, the need for office spacing was already being experienced; however, management held off in exploring the need to expand as a result of the pandemic and the immediate need to work from home. For a few years now, TCMHA management has kept the spacing needs of the agency on the radar which has fluctuated before, during and post Covid-19 time periods. Despite maximizing the existing options, which include the ability for staff to work remotely, sharing of office space and alternate work schedules, the need for additional office space has continued to increase. The increase in staffing grows with the needs of the community and as we continue to grow grant funded programming.

In addition to needing additional space, it is important to note that the lease for space currently occupied at the Royalty building, is due to expire in June of 2025 which is another factor being considered when searching for new space which could potentially supplement or replace some of the space at the Royalty building.

As previously presented and approved by TCMHA Stakeholders and the Governing Board, transfers of excess MHSA Funds have been transferred from the Community Supports and Services (CSS) Plan to the Capital Facilities and Technology Needs

Governing Board of Tri-City Mental Health Authority
Consideration of Request to Authorize the Executive Director to Evaluate Commercial
Real Estate for the Acquisition of a New Building
May 15, 2024
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(CFTN) plan. Amongst other reasons, the transfers have been made in anticipation of addressing the potential need of additional office space and consideration of acquiring additional property.

Various members of management and the Executive team have toured various buildings over the past year in order to gauge availability of buildings, their condition and location. After touring various buildings, a property has been identified that has the potential to fit the needs of the agency. Management would like to proceed with further evaluating the condition of the building, and obtain an appraisal along with performing inspections in order to appropriately move forward with an offer pending the outcome of the aforementioned inspections and appraisal. The negotiation process would only occur after approval by the Governing Board along with its review of the appraisal and property inspection in closed session.

The following are some additional details about the building:

- **Location of the Property:** the property is located at 2055 N. Garey Ave., in Pomona just south of W. La Verne Ave (the closest cross street). It is also just north of the 10 freeway and approximately two blocks north from TCMHA's buildings located at 2001 N. Garey Ave., and 2008 N. Garey Ave. in Pomona.
- **Lot Size:** 0.71 Acres (30,928 square feet)
- **Size of the Building:** Gross total square feet of 11,118, with Approximately 2,137 square feet of common areas which includes the hallways and restrooms leaving approximately 9,000 square feet of office space
- **Parking Spaces:** 33 Parking Spaces

Fiscal Impact:

As noted above MHSA Capital Facilities and Technology Needs (CFTN) funding is available for the purchase of a building.

Recommendation:

We recommend the Governing Board authorize the Executive Director to proceed with steps to include an appraisal, property inspections and an environmental study in the assessment and evaluation of acquiring a new building. Additionally, if negotiations fail or if this building is sold before TCMHA could begin negotiations, management is requesting that the Executive Director is authorized to proceed with similar procedures on a different building should the opportunity present itself. When ready, a recommendation for approval of acquisition would be presented to the Governing Board.



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

DATE: May 15, 2024

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

FROM: Rimmi Hundal, Executive Director

SUBJECT: Executive Director's Monthly Report

CLAREMONT GARDENS

We have recently learned that some additional delays have resurfaced and that primarily are a result of having to re-bid some of the construction work due to costs. We are continuing to participate in weekly meetings with the developer and will obtain further updates and additional details.

MAY- MENTAL HEALTH AWARENESS MONTH

On May 6th, the Director of MHSA and Ethnic Services and Executive Director attended the Pomona City Council meeting during which the Pomona City Council proclaimed May as Mental Health Awareness Month. It was an honor for us to receive the proclamation.

Mental Health Awareness Month is an annual observance to raise awareness about mental health, fight stigma, provide support, educate the public, and advocate for policies that support the millions of people in the United States affected by mental illness.

While it's important for everyone to take care of their mental health, some racial and ethnic groups are impacted by poor mental health more than others. According to Substance Abuse and Mental Health Services Administration (SAMHSA), among adults age 18 or older in 2022, multiracial adults (35.2%) were more likely to have had any mental illness in the past year compared with white (24.6%), Hispanic (21.4%), Black (19.7%), American Indian or Alaska Native (19.6%), or Asian adults (16.8%). Additionally, multiracial adults (11.8%) were more likely to have had serious mental illness in the past year compared with white (6.5%), Hispanic (5.3%), Black (4.7%), Asian (4.1%), or Native Hawaiian or Other Pacific Islander adults (3.5%).

MAY IS ASIAN AMERICAN, NATIVE HAWAIIAN AND PACIFIC ISLANDER HERITAGE MONTH

While we celebrate mental health awareness in May, this month is also federally acknowledged and celebrated as Asian American, Native Hawaiian and Pacific Islander (AANHPI) Heritage Month. AANHPI communities have traditionally faced heightened stigma around mental health. Lack of awareness of available resources and the stigma surrounding mental health issues are the biggest deterrents in seeking professional help.

Issues of immigration, housing, discrimination and access to care create additional barriers to wellness. **May 10th was National Asian American, Native Hawaiian, & Pacific Islander Mental Health Day** which plays a critical role in raising awareness about mental health within the AANHPI community, leveraging resources for our community organizations, developing partnerships, and advocating for increasing awareness and access to culturally relevant services.

AA and NHPI populations are incredibly diverse and speak more than 100 different languages and dialects. Approximately one-third of AAs and NHPIs have limited English proficiency (LEP); this rate is even higher for certain subsets of the populations whose significant language barriers hinder their ability to access health care resources. AAs and NHPIs who have LEP or other communication-related barriers may experience challenges accessing healthcare, resulting in infrequent medical visits.

HUMAN RESOURCES

Staffing – Month Ending April 2024

- Total Staff is 206 full-time and 7 part-time plus 40 full time vacancies 4 part-time vacancies for a total of 251 positions.
- There were 7 new hires in April 2024.
- There were 5 separations in April 2024.

Workforce Demographics in April 2024

- American Indian or Alaska Native = 0.47%
- Asian = 8.92%
- Black or African American = 7.98%
- Hispanic or Latino = 62.91%
- Native Hawaiian or Other Pacific Islander = 0.47%
- Other = 2.82%
- Two or more races = 1.88%
- White or Caucasian = 14.55%

Posted Positions in April 2024

- Behavioral Health Specialist – Adult (2 FTEs) *1 hire pending*
- Clinical Therapist I/II – Children’s (5 FTEs) *1 hire pending*
- Office Assistant (1 FTE) *1 hire pending*
- Office Specialist (1 FTE)
- Psychiatric Technician I/II (1 FTE) *1 hire pending*
- Psychiatrist (1 FTE)

COVID-19 UPDATE

Effective March 1, 2022, the California Department of Public Health required healthcare workers to be vaccinated against COVID-19 or have an approved exemption. As of April 30, 2024, Tri-City staff have a vaccination compliancy rate of 89.20%. In February 2024, Tri-City, in conjunction with the County of LA's Department of Public Health requirement, reduced our masking requirement for healthcare workers that have received both the 2023-2024 COVID-19 vaccine booster and the influenza vaccine. As of April 30, 2024, 22.11% of our current vaccinated workforce has received both vaccinations. We anticipate that number to continue to grow.



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

DATE: May 15, 2024

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

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance and Facilities Report

UNAUDITED FINANCIAL STATEMENTS FOR THE NINE MONTHS ENDED MARCH 31, 2024 (2024 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the nine months ended March 31, 2024. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$7.0 million. MHSA operations accounted for approximately \$5.8 million of the increase, which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 2023, Tri-City received MHSA funding of approximately \$11.4 million, of which \$8.4 million were for approved programs for fiscal 2023-24 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2023. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2023-24. In addition, during this current fiscal year 2023-24 approximately \$17.8 million in MHSA funding has been received of which \$7.1 million was identified and approved for use in the current fiscal year 2023-24 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$15.5 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 increase in net position of approximately \$1.2 million is from Clinic outpatient operations, which is the result of operations for the nine months ended March 31, 2024 which includes one-time payments made at the beginning of the year.

The total cash balance at March 31, 2024 was approximately \$47.0 million, which represents an increase of approximately \$7.9 million from the June 30, 2023 balance of

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Rimmi Hundal, Executive Director
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approximately \$39.1 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$2.6 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected an increase in cash of approximately \$5.2 million, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in MHSA cash reflects the receipt of approximately \$17.8 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$10.9 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the eight months ended February 29, 2024. An additional \$1.7 million have been received as of May 9, 2024. As of the date of the report, approximately \$5.4 million of total receipts are related to fiscal year 2023-24 receivables and \$4.0 million are related to settlements (interim cost reporting, SB90 claims, and release of DMH reserves).

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

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 and as noted below, 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.

CalAIM:

As of September 7, 2023, Tri City was able to bill our first batch of claims and are currently awaiting adjudication from the State of said claims. As of March 31, 2024 an estimated \$10.1 million in Medi-Cal claims has been recognized as revenue in the current year. As of May 9, 2024, Tri-City has received payments on current year claims in the amount of \$5.4 million.

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MHSA Funding Updates:

Estimated Current Cash Position – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the eight months ended March 31, 2024.

	MHSA
Cash at March 31, 2024	\$ 36,188,072
Receivables net of Reserve for Cost Report Settlements	4,165,207
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2023-24	(4,367,619) **
Reserved for future CFTN Projects including approved TCG Project	(2,766,259)
Total Estimated Adjustments to Cash	<u>(5,168,671)</u>
Estimated Available at June 30, 2024	<u>\$ 31,019,401</u>
Estimated remaining MHSA funds to be received in FY 2023-24	\$ 4,871,874

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

** Estimated based on to-date actuals projected through year-end June 30, 2024, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2024.

MHSA Expenditures and MHSA Revenue Receipts –

FY 2023-24 Revenue Projections: Based on the announcement that tax filings were delayed until October of 2023, for individuals living in Counties who experienced weather related States of Emergency. As a result, MHSA receipts were \$11.4 million for fiscal year 2022-23. Just like we experienced in fiscal year 2019-20, cash receipts were anticipated to decrease significantly followed by a significant increase in cash receipts in fiscal year 2023-24. To date, Tri City has received \$17.4 million for the eight months ended February 29, 2024. For reference, the following table is an excerpt from the Fiscal Year 2023-24 MHSA Three-Year Plan.

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Included in the MHSA FY 2023-24 Annual Update	CSS	PEI	Innovation	WET	CFTN	Totals
Estimated Unspent Funds from Prior Fiscal Years	16,544,291	4,476,308	3,107,758	1,431,643	2,729,658	28,289,658
Transfers in FY 2023-24	(2,500,000)	-		500,000	2,000,000	-
Available for Spending in FY 2023-24	14,044,291	4,476,308	3,107,758	1,931,643	4,729,658	28,289,658
Approved Plan Expenditures during FY 2023-24	(11,610,705)	(3,336,066)	(980,883)	(611,680)	(980,700)	(17,520,034)
Remaining Cash before new funding	2,433,586	1,140,242	2,126,875	1,319,963	3,748,958	10,769,624
Estimated New FY 2023-24 Funding	11,178,109	2,794,527	735,402			14,708,038
Estimated Ending FY 2023-24 Unspent Fund Balance	13,611,695	3,934,769	2,862,277	1,319,963	3,748,958	25,477,662
* Updated Funding Estimates for FY 2023-24 (as of June of 2023)	17,998,168	4,499,542	1,184,090	-	-	23,681,800

MHSA Reversion Update:

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

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

The following tables are **excerpts** from DHCS’s annual reversion report received by Tri-City on February 29, 2024 based on the fiscal year 2022-23 Annual Revenue and Expense Report (ARER). The next updated information from DHCS is expected in March of 2025.

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CSS reversion waterfall analysis

CSS amounts received							
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24*	Total
	8,797,914	9,293,482	11,824,329	13,252,035	9,139,346	14,638,889	75,622,843
Expended in:							
2017-18							-
2018-19							939,014
2019-20	1,290,269	-					9,028,103
2020-21	7,507,645	3,546,924	-				11,054,569
2021-22		5,746,558	3,676,533	-			9,423,091
2022-23			8,147,796	5,723,323	-		13,871,119
2023-24 **				7,528,712	6,581,993	-	14,110,705
2024-25 **					2,557,353	12,499,284	15,056,637
2025-26							-
Total Expended	8,797,914	9,293,482	11,824,329	13,252,035	9,139,346	12,499,284	73,483,238
Unspent Balance	-	-	-	-	-	2,139,605	2,139,605

*=Based on latest revenue projections
 **=Planned Expenditures based on approved MHSA Plan

PEI reversion waterfall analysis

PEI amounts received								
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24*	Total
	2,145,788	2,119,324	2,173,110	2,948,240	3,311,501	2,260,797	3,659,723	18,618,483
Expended in:								
2017-18	726,119							726,119
2018-19	1,419,669	387,017						1,806,686
2019-20		1,644,825	-					1,644,825
2020-21		87,482	1,746,984	-				1,834,466
2021-22			426,126	1,309,696	-			1,735,822
2022-23				1,638,544	1,718,632	-		3,357,176
2023-24 **					1,592,869	1,743,197	-	3,336,066
2024-25 **						517,600	3,488,812	4,006,412
2025-26 **								-
Total Expended	2,145,788	2,119,324	2,173,110	2,948,240	3,311,501	2,260,797	3,488,812	18,447,572
Unspent Balance	-	-	-	-	-	-	170,911	170,911

*=Based on latest revenue projections
 **=Planned Expenditures based on approved MHSA Plan

The following table was copied directly from latest information provided from DHCS

INN reversion waterfall analysis

INN	Reallocated AB 114	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	
Encumbered Unspent Funds3	799,187	302,889	580,471	550,879	784,114	245,707	-	
Unencumbered Unspent Funds4	-	-	-	-	-	628,829	620,101	
Unspent Balance	799,187	302,889	580,471	550,879	784,114	874,536	874,536	
Encumbered Funds Starting Balance →	799,187	302,889	580,471	550,879	784,114	245,707	-	
Applied Expenditure ↓								Applied Expenditure ↓
FY 15-16								
FY 16-17								
FY 17-18	304,376	-						304,376
FY 18-19	131,206	-						131,206
FY 19-20	355,393	-						355,393
FY 20-21	8,212	-						8,212
FY 21-22	-	302,889	25,035	-	-	-	-	327,924
FY 22-23	-	-	555,436	179,342	-	-	-	734,778
FY 23-24	-	-	-	-	-	-	-	-
Encumbered Unspent Balance →	-	-	-	371,537	784,114	245,707	-	

Note that in fiscal year 2024, the INN *Community Planning Process for Innovation Project(s)* program was approved by the MHSAOAC in the amount of \$675 thousand. Thus, the remaining unencumbered amounts needing to be programmed by June 30, 2025 is \$574 thousand.

FACILITIES DEPARTMENT

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

The Community Garden Upgrades: A contract for the completion of this project was approved and awarded during the March 15, 2023 Governing Board Meeting. This project is considered substantially complete with the exception of some phases that are experiencing delays as a result of lead times and availability of materials required for the project. As reported previously, construction broke ground on Wednesday, May 10, 2023 and continual progress is being made with the latest projection from the contractor that the project should be complete by the end of summer with the hopes of having a Grand Opening during the summer or early Fall.

Office Space Remodel at the MHSA Administrative Building: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project had previously been temporarily on hold until the Electrical/Power Upgrade Project was complete as this project was also being performed in the same building. The Electrical was completed in November of 2022. At the November of 2022 Governing Board Meeting an agreement with a design firm was approved for services to include the preparation of formal plans, a Request For Proposal (RFP) and construction management for the project. Over the past several months our Facilities Department worked closely with the design firm on finalizing the design and formal plans which were submitted to the City for Approval. As reported previously, the plans were approved by the City of Pomona and the RFP process was completed and a contract was approved by the Governing Board in April of 2024. The work is set to begin the week of May 13th, 2024 with a target date of completion toward the end of calendar year 2024.

Attachments

Attachment 7-A: March 31, 2024 Unaudited Monthly Financial Statements

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

	AT MARCH 31, 2024			AT JUNE 30, 2023		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
Current Assets						
Cash	\$ 10,769,574	\$ 36,188,072	\$ 46,957,646	\$ 8,976,643	\$ 30,118,745	\$ 39,095,388
Accounts receivable, net of reserve for uncollectible accounts \$1,157,273 at March 31, 2024 and \$742,206 at June 30, 2023	7,510,593	7,087,720	14,598,313	7,384,134	5,365,900	12,750,034
Total Current Assets	<u>18,280,167</u>	<u>43,275,792</u>	<u>61,555,959</u>	<u>16,360,777</u>	<u>35,484,646</u>	<u>51,845,422</u>
Property and Equipment						
Land, building, furniture and equipment	4,036,566	10,473,447	14,510,013	3,822,091	10,235,918	14,058,009
Accumulated depreciation	(2,834,245)	(4,858,980)	(7,693,225)	(2,759,359)	(4,527,857)	(7,287,216)
Rights of use assets-building lease	1,753,343	-	1,753,343	1,753,343	-	1,753,343
Accumulated amortization-building lease	(1,305,873)	-	(1,305,873)	(1,037,395)	-	(1,037,395)
Rights of use assets-SBITA	1,242,305	-	1,242,305	1,242,305	-	1,242,305
Accumulated amortization-SBITA	(281,875)	-	(281,875)	(281,875)	-	(281,875)
Total Property and Equipment	<u>2,610,220</u>	<u>5,614,467</u>	<u>8,224,688</u>	<u>2,739,110</u>	<u>5,708,061</u>	<u>8,447,171</u>
Other Assets						
Deposits and prepaid assets	183,595	124,850	308,445	58,348	248,892	307,240
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>2,793,815</u>	<u>8,539,317</u>	<u>11,333,132</u>	<u>2,797,458</u>	<u>8,756,953</u>	<u>11,554,411</u>
Total Assests	<u>21,073,982</u>	<u>51,815,109</u>	<u>72,889,091</u>	<u>19,158,235</u>	<u>44,241,599</u>	<u>63,399,833</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	5,749,104	-	5,749,104	5,749,104	-	5,749,104
Total Deferred Outflows of Resources	<u>5,749,104</u>	<u>-</u>	<u>5,749,104</u>	<u>5,749,104</u>	<u>-</u>	<u>5,749,104</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 26,823,086</u>	<u>\$ 51,815,109</u>	<u>\$ 78,638,196</u>	<u>\$ 24,907,339</u>	<u>\$ 44,241,599</u>	<u>\$ 69,148,938</u>
LIABILITIES						
Current Liabilities						
Accounts payable	873,287	65,394	938,681	449,997	363,879	813,876
Accrued payroll liabilities	2,119,356	1,139,048	3,258,404	917,396	2,409,809	3,327,205
Accrued vacation and sick leave	650,609	1,285,908	1,936,517	608,466	1,063,071	1,671,537
Deferred revenue	380,662	-	380,662	259,720	-	259,720
Reserve for Medi-Cal settlements	3,436,485	2,922,513	6,358,998	3,440,500	2,883,786	6,324,286
Current portion of lease liability	89,493	-	89,493	357,971	-	357,971
Current portion of SBITA liability	293,741	-	293,741	293,741	-	293,741
Total Current Liabilities	<u>7,843,634</u>	<u>5,412,863</u>	<u>13,256,496</u>	<u>6,327,790</u>	<u>6,720,545</u>	<u>13,048,335</u>
Intercompany Acct-MHSA & TCMH	(406,187)	406,187	-	415,625	(415,625)	-
Long-Term Liabilities						
Lease liability	357,977	-	357,977	357,977	-	357,977
SBITA liability	666,689	-	666,689	666,689	-	666,689
Net pension liability	8,262,600	-	8,262,600	8,262,600	-	8,262,600
Unearned MHSA revenue	-	11,712,203	11,712,203	-	1,080,332	1,080,332
Total Long-Term Liabilities	<u>9,287,266</u>	<u>11,712,203</u>	<u>20,999,469</u>	<u>9,287,266</u>	<u>1,080,332</u>	<u>10,367,598</u>
Total Liabilities	<u>16,724,713</u>	<u>17,531,253</u>	<u>34,255,966</u>	<u>16,030,681</u>	<u>7,385,252</u>	<u>23,415,933</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	8,349,489	8,349,489
Deferred inflows related to the net pension liability	237,328	-	237,328	237,328	-	237,328
Total Deferred Inflow of Resources	<u>237,328</u>	<u>-</u>	<u>237,328</u>	<u>237,328</u>	<u>8,349,489</u>	<u>8,586,817</u>
NET POSITION						
Invested in capital assets net of related debt	1,202,320	5,614,467	6,816,788	1,062,732	5,708,061	6,770,793
Restricted for MHSA programs	-	28,669,389	28,669,389	-	22,798,797	22,798,797
Unrestricted	8,658,725	-	8,658,724	7,576,597	-	7,576,596
Total Net Position	<u>9,861,045</u>	<u>34,283,857</u>	<u>44,144,901</u>	<u>8,639,329</u>	<u>28,506,858</u>	<u>37,146,187</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 26,823,086</u>	<u>\$ 51,815,109</u>	<u>\$ 78,638,196</u>	<u>\$ 24,907,339</u>	<u>\$ 44,241,599</u>	<u>\$ 69,148,938</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2024 AND 2023

	PERIOD ENDED 3/31/24			PERIOD ENDED 3/31/23		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 3,866,141	\$ 4,316,841	\$ 8,182,982	\$ 2,050,619	\$ 2,899,701	\$ 4,950,320
Medi-Cal FFP FYE Prior Year	116,355	25,682	142,038	295,388	310,501	605,889
Medi-Cal SGF-EPSDT	858,509	852,187	1,710,695	522,636	648,863	1,171,499
Medi-Cal SGF-EPSDT Prior Year	51,816	52,750	104,565	109,890	116,587	226,477
Medicare	4,656	3,094	7,750	12,336	3,817	16,153
Contracts	12,500	23,053	35,553	12,500	22,500	35,000
Patient fees and insurance	446	594	1,040	796	163	959
Rent income - TCMH & MHSA Housing	8,316	50,406	58,722	8,316	49,903	58,219
Other income	644	520	1,164	598	211	809
Net Operating Revenues	4,919,383	5,325,127	10,244,510	3,013,079	4,052,245	7,065,324
OPERATING EXPENSES						
Salaries, wages and benefits	6,219,929	12,946,178	19,166,107	5,882,942	11,124,229	17,007,171
Facility and equipment operating cost	446,752	935,477	1,382,229	441,558	918,879	1,360,437
Client lodging, transportation, and supply expense	111,407	464,586	575,993	77,276	453,603	530,879
Depreciation & amortization	219,568	454,919	674,487	213,135	480,959	694,094
Other operating expenses	601,644	1,576,369	2,178,013	429,976	1,331,402	1,761,377
Total Operating Expenses	7,599,300	16,377,530	23,976,830	7,044,886	14,309,071	21,353,957
OPERATING (LOSS) (Note 1)	(2,679,917)	(11,052,403)	(13,732,320)	(4,031,808)	(10,256,826)	(14,288,634)
Non-Operating Revenues (Expenses)						
Realignment	2,903,172	-	2,903,172	3,529,353	-	3,529,353
Contributions from member cities & donations	-	-	-	26,561	-	26,561
MHSA funds	-	15,539,345	15,539,345	-	16,352,860	16,352,860
Grants and Contracts	783,162	-	783,162	293,145	-	293,145
Interest Income net with FMV	215,298	1,290,056	1,505,355	79,691	436,727	516,418
Total Non-Operating Revenues (Expense)	3,901,633	16,829,401	20,731,034	3,928,749	16,789,587	20,718,336
INCOME (LOSS)	1,221,716	5,776,998	6,998,714	(103,058)	6,532,761	6,429,703
Special Item:						
Receipt of SB90 claims previously reserved	-	-	-	-	-	-
	-	-	-	-	-	-
INCREASE (DECREASE) IN NET POSITION	1,221,716	5,776,998	6,998,714	(103,058)	6,532,761	6,429,703
NET POSITION, BEGINNING OF YEAR	8,639,329	28,506,858	37,146,187	7,995,472	25,853,634	33,849,106
NET POSITION, END OF MONTH	\$ 9,861,045	\$ 34,283,856	\$ 44,144,901	\$ 7,892,413	\$ 32,386,395	\$ 40,278,809

(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, 2024 AND 2023**

	PERIOD ENDED 3/31/24			PERIOD ENDED 3/31/23		
	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	\$ 3,237,895	\$ 3,769,866	\$ 7,007,761	\$ 3,000,935	\$ 3,045,747	\$ 6,046,682
Cash payments to suppliers and contractors	(1,049,033)	(3,274,672)	(4,323,705)	(1,126,594)	(2,754,725)	(3,881,319)
Payments to employees	(4,975,825)	(13,994,103)	(18,969,928)	(5,793,433)	(10,787,663)	(16,581,096)
	<u>(2,786,963)</u>	<u>(13,498,909)</u>	<u>(16,285,872)</u>	<u>(3,919,092)</u>	<u>(10,496,641)</u>	<u>(14,415,733)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	17,791,462	17,791,462	-	9,633,936	9,633,936
CalHFA-State Administered Projects	-	30,266	30,266	-	64,485	64,485
Realignment	4,227,084	-	4,227,084	4,187,575	-	4,187,575
Contributions from member cities	-	-	-	26,561	-	26,561
Grants and Contracts	946,752	-	946,752	188,100	-	188,100
	<u>5,173,836</u>	<u>17,821,728</u>	<u>22,995,563</u>	<u>4,402,236</u>	<u>9,698,421</u>	<u>14,100,657</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(214,475)	(237,529)	(452,004)	(12,007)	(64,269)	(76,276)
Intercompany-MHSA & TCMH	(821,813)	821,813	-	(406,049)	406,049	-
	<u>(1,036,287)</u>	<u>584,284</u>	<u>(452,004)</u>	<u>(418,056)</u>	<u>341,780</u>	<u>(76,276)</u>
Cash Flows from Investing Activities						
Interest received	158,736	898,944	1,057,681	60,787	321,194	381,981
	<u>158,736</u>	<u>898,944</u>	<u>1,057,681</u>	<u>60,787</u>	<u>321,194</u>	<u>381,981</u>
Cash Flows from Reorganization Items						
Receipt of SB90 claims previously reserved and accrued	241,378	-	241,378	-	-	-
	<u>241,378</u>	<u>-</u>	<u>241,378</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	1,750,700	5,806,046	7,556,746	125,874	(135,246)	(9,371)
Cash Equivalents at Beginning of Year	8,976,643	30,118,745	39,095,388	8,386,759	31,504,790	39,891,549
Cash Equivalents at End of Month	<u>\$ 10,727,343</u>	<u>\$ 35,924,791</u>	<u>\$ 46,652,134</u>	<u>\$ 8,512,633</u>	<u>\$ 31,369,545</u>	<u>\$ 39,882,177</u>
Cash from the Balance Sheet	<u>10,769,574</u>	<u>36,188,072</u>	<u>46,957,646</u>	<u>8,509,219</u>	<u>31,334,054</u>	<u>39,843,273</u>
YTD Gain/(Loss) from GASB 31 Fair Market Value	<u>\$ 42,231</u>	<u>263,281</u>	<u>305,512</u>	<u>\$ (3,414)</u>	<u>(35,491)</u>	<u>(38,905)</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
NINE MONTHS ENDING MARCH 31, 2024
(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	\$ 4,010,303	\$ 2,357,009	\$ 1,653,294	\$ 4,471,087	\$ 3,268,310	\$ 1,202,778	\$ 8,481,390	\$ 5,625,318	\$ 2,856,072
Medi-Cal FFP Prior Year	126,887	-	126,887	28,007	-	28,007	154,894	-	154,894
Medi-Cal SGF-EPSDT	870,698	-	870,698	870,047	-	870,047	1,740,745	-	1,740,745
Medi-Cal SGF-EPSDT Prior Year	56,506	-	56,506	57,524	-	57,524	114,030	-	114,030
Medicare	4,656	3,750	906	3,094	1,575	1,519	7,750	5,325	2,425
Patient fees and insurance	446	750	(304)	594	-	594	1,040	750	290
Contracts	12,500	15,000	(2,500)	23,053	21,000	2,053	35,553	36,000	(447)
Rent income - TCMH & MHSA Housing	8,316	8,316	-	50,406	52,500	(2,094)	58,722	60,816	(2,094)
Other income	644	825	(181)	520	-	520	1,164	825	339
Provision for contractual disallowances	(156,351)	-	(156,351)	(172,107)	-	(172,107)	(328,458)	-	(328,458)
Provision for contractual disallowances prior year	(15,222)	-	(15,222)	(7,099)	-	(7,099)	(22,321)	-	(22,321)
Net Operating Revenues	4,919,383	2,385,650	2,533,734	5,325,127	3,343,385	1,981,743	10,244,510	5,729,034	4,515,476
OPERATING EXPENSES									
Salaries, wages and benefits	6,219,929	7,819,825	(1,599,896)	12,946,178	14,724,383	(1,778,205)	19,166,107	22,544,208	(3,378,101)
Facility and equipment operating cost	446,756	461,984	(15,227)	935,744	927,097	8,648	1,382,501	1,389,080	(6,579)
Client program costs	111,407	46,749	64,658	464,586	467,177	(2,590)	575,993	513,926	62,067
Grants	48,329	-	48,329	88,559	277,500	(188,941)	136,888	277,500	(140,612)
MHSA training/learning costs			-	41,217	74,350	(33,133)	41,217	74,350	(33,133)
Depreciation & amortization	219,568	212,916	6,652	454,919	475,712	(20,793)	674,487	688,628	(14,141)
Other operating expenses	553,312	386,645	166,666	1,446,325	2,218,892	(772,566)	1,999,637	2,605,537	(605,900)
Total Operating Expenses	7,599,300	8,928,119	(1,328,818)	16,377,530	19,165,110	(2,787,580)	23,976,830	28,093,229	(4,116,398)
OPERATING (LOSS)	(2,679,917)	(6,542,469)	3,862,552	(11,052,403)	(15,821,726)	4,769,323	(13,732,320)	(22,364,195)	8,631,875
Non-Operating Revenues (Expenses)									
Realignment	2,903,172	3,300,000	(396,828)	-	-	-	2,903,172	3,300,000	(396,828)
Contributions from member cities & donations	-	70,236	(70,236)	-	-	-	-	70,236	(70,236)
MHSA Funding	-	-	-	15,539,345	15,539,345	-	15,539,345	15,539,345	-
Grants and contracts	783,162	781,230	1,932	-	-	-	783,162	781,230	1,932
Interest (expense) income, net	215,298	97,875	117,423	1,290,056	581,942	708,114	1,505,355	679,817	825,537
Total Non-Operating Revenues (Expense)	3,901,633	4,249,341	(347,708)	16,829,401	16,121,287	708,114	20,731,034	20,370,628	360,406
Special Item: Net reorganization income (expense)	-	-	-	-	-	-	-	-	-
INCREASE(DECREASE) IN NET POSITION	\$ 1,221,716	\$ (2,293,128)	\$ 3,514,844	\$ 5,776,998	\$ 299,562	\$ 5,477,437	\$ 6,998,714	\$ (1,993,566)	\$ 8,992,281

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.

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**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2024**

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 higher than the budget by \$4.5 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2023-24** were approximately \$2.9 million higher than the budget. Medi-Cal FFP revenues were \$1.7 million higher for TCMH and \$1.2 million higher for MHSA. At TCMH, the adult program revenues were higher than budget by \$924 thousand and the children program revenues were higher by \$729 thousand. For MHSA, the adult and older adult FSP programs were higher than budget by \$564 thousand and the Children and TAY FSP programs were higher by \$639 thousand. Additionally, as the results of the fiscal years 2020-21 and 2021-22 interim cost report settlements, a total of approximately \$155 thousand in prior years Medi-Cal FFP revenues were recorded to the current year operations.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2023-24** were higher than budget by \$1.7 million of which \$871 thousand higher were from TCMH and \$870 thousand higher were from MHSA. As was mentioned above, an additional of \$114 thousand in prior years Medi-Cal SGF-EPSTD revenues were recorded to the current year operations. SGF-EPSTD relates to State for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years.
- 3 Medicare revenues** are approximately \$2 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 in line with the budget.
- 5 Rent Incomes** are \$2 thousand lower than the budget. The rental income represents the payments collected from Genoa pharmacy for space leasing at the 2008 N. Garey Avenue and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2023-24 was higher than budget by \$351 thousand including prior years amount.

Operating Expenses

Operating expenses were lower than budget by \$4.1 million for the following reasons:

- 1 Salaries and benefits** are approximately \$3.4 million lower than budget and of that amount, salaries and benefits are \$1.6 million lower for TCMH operations and are \$1.8 million lower for MHSA operations. These variances are due to the following:

TCMH salaries are lower than budget by \$859 thousand due to vacant positions and benefits are lower than budget by \$741 thousand. Benefits are budgeted as a percentage of the salaries. Therefore, when salaries are lower, benefits will also be lower.

MHSA salaries are lower than budget by \$806 thousand. The direct program salary costs are lower by \$921 thousand due to vacant positions and the administrative salary costs are higher than budget by \$115 thousand. Benefits are lower than the budget by another \$973 thousand. Of that, health insurance is lower than budget by \$384 thousand, retirement insurance is lower by \$440 thousand, state unemployment insurance is lower by \$77 thousand, workers compensation is lower by \$18 thousand, medicare tax, fringe benefits and other insurances are lower by \$54 thousand.

> *Benefits variances are high compare to the salary variances for both TCMH and MHSA. These are due to the implementation of the Governing Board approved Resolution 724 this year for all salary classifications. All staff salaries are brought up to the new Six-step Salary Schedule except for the Clinical Therapist I/II and Clinical Supervisor I/II of which were already adjusted in March 2022. This resulted in a higher rate of salary increases compare to benefits when benefit insurance costs such as health, dental and vision remain constant.*
- 2 Facility and equipment operating costs** were lower than the budget by \$6 thousand of which \$15 thousand lower were from TCMH and \$9 thousand higher were from MHSA. Overall, building and facility costs were higher by \$28 thousand and equipment expenses were lower by \$34 thousand.
- 3 Client program costs** are higher than the budget by \$62 thousand.
- 4 Grants for fiscal year 2023-24** are \$141 thousand lower than the budget due to timing. These are the community grants awarded under the PEI Community Wellbeing project and the Student Loan Forgiveness program under the WET plan which was planned to be disbursed later in June.
- 5 MHSA learning and training costs** are \$33 thousand lower than the budget.
- 6 Depreciation and amortization** are \$14 thousand lower than the budget.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
NINE MONTHS ENDING MARCH 31, 2024**

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

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

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7 Other operating expenses were lower than the budget by \$606 thousand of which approximately \$166 thousand higher were from TCMH and \$772 thousand lower were from MHSA. At TCMH, liability insurance was higher by \$130 thousand mainly from the Psychiatric Assessment Care Team (PACT) program with the City of Claremont Police Department, the attorney fees were higher than the budget by \$65 thousand, dues and subscriptions fees are higher by \$7 thousand. These higher costs were offset by lower personnel ads, supplies and other miscellaneous costs. As for MHSA, professional fees were lower than the budget by \$180 thousand due to a slow startup by the INN Psychiatric Advance Directives program. Also, IT expenses under the CFTN plan were lower by \$735 thousand. These lower expenses are offset with higher attorney fees and security expense.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by \$360 thousand as follows:

1 TCMH non-operating revenues are \$348 thousand lower than the budget. Of that, realignment fund was lower than the budget by \$397 thousand, contributions from member cities are lower by \$70 thousand due to timing, grants and contracts were higher by \$2 thousand, and interest income net with fair market value was higher by \$117 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	\$ 11,610,705	\$ 11,610,705	\$ -
PEI funds received and available to be spent	3,336,068	3,336,068	-
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	592,572	592,572	-
Non-operating revenues recorded	<u>\$ 15,539,345</u>	<u>\$ 15,539,345</u>	<u>\$ -</u>

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

Interest income net with Fair Market Value for MHSA is higher than budget by \$708 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NINE MONTHS ENDED MARCH 31, 2024 AND 2023

	PERIOD ENDED 3/31/24			PERIOD ENDED 3/31/23		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 3,866,141	\$ 4,316,841	\$ 8,182,982	\$ 2,050,619	\$ 2,899,701	\$ 4,950,320
Medi-Cal FFP FYE Prior Year	116,355	25,682	142,038	295,388	310,501	605,889
Medi-Cal SGF-EPSDT	858,509	852,187	1,710,695	522,636	648,863	1,171,499
Medi-Cal SGF-EPSDT Prior Year	51,816	52,750	104,565	109,890	116,587	226,477
Medicare	4,656	3,094	7,750	12,336	3,817	16,153
Realignment	2,903,172	-	2,903,172	3,529,353	-	3,529,353
MHSA funds	-	15,539,345	15,539,345	-	16,352,860	16,352,860
Grants and contracts	795,662	23,053	818,716	305,645	22,500	328,145
Contributions from member cities & donations	-	-	-	26,561	-	26,561
Patient fees and insurance	446	594	1,040	796	163	959
Rent income - TCMH & MHSA Housing	8,316	50,406	58,722	8,316	49,903	58,219
Other income	644	520	1,164	598	211	809
Interest Income	215,298	1,290,056	1,505,355	79,691	436,727	516,418
Total Revenues	8,821,016	22,154,528	30,975,544	6,941,828	20,841,832	27,783,660
EXPENSES						
Salaries, wages and benefits	6,219,929	12,946,178	19,166,107	5,882,942	11,124,229	17,007,171
Facility and equipment operating cost	446,752	935,477	1,382,229	441,558	918,879	1,360,437
Client lodging, transportation, and supply expense	111,407	464,586	575,993	77,276	453,603	530,879
Depreciation & amortization	219,568	454,919	674,487	213,135	480,959	694,094
Other operating expenses	601,644	1,576,369	2,178,013	429,976	1,331,402	1,761,377
Total Expenses	7,599,300	16,377,530	23,976,830	7,044,886	14,309,071	21,353,957
INCREASE (DECREASE) IN NET POSITION	1,221,716	5,776,998	6,998,714	(103,058)	6,532,761	6,429,703
NET POSITION, BEGINNING OF YEAR	8,639,329	28,506,858	37,146,187	7,995,472	25,853,634	33,849,106
NET POSITION, END OF MONTH	\$ 9,861,045	\$ 34,283,856	\$ 44,144,901	\$ 7,892,413	\$ 32,386,395	\$ 40,278,809

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

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Tri-City Mental Health Authority MONTHLY STAFF REPORT

DATE: May 15, 2024
TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer
SUBJECT: Monthly Clinical Services Report

Clinical Program Updates

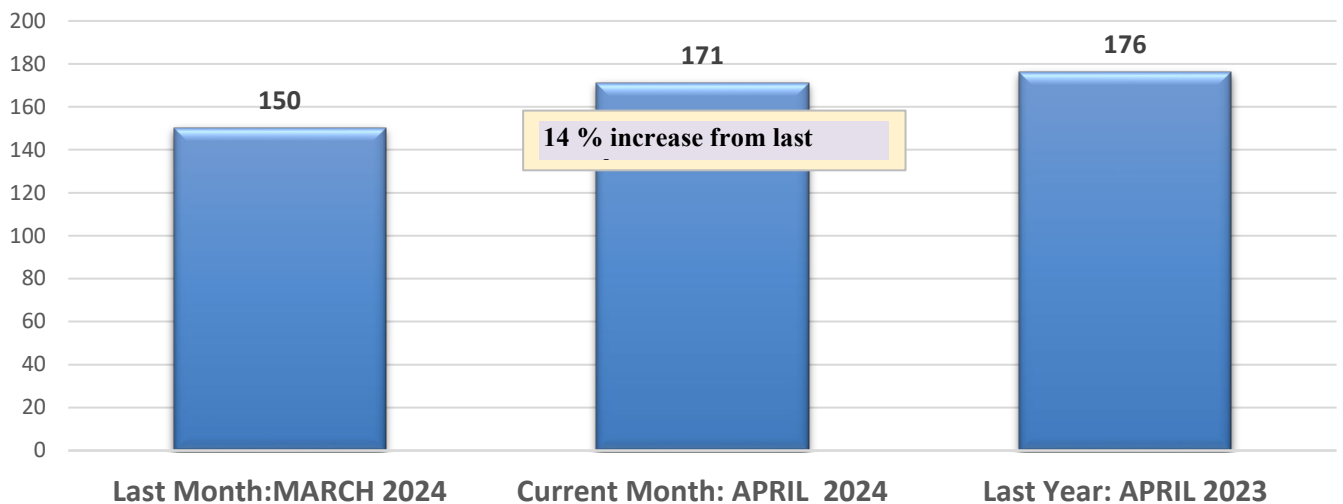
Adult Program

**Total Number of
completed Adult Service
Requests**
171

**Total Number of Service Requests by Program
AAOP**



Service Request (AAOP)- Time Based Comparisson

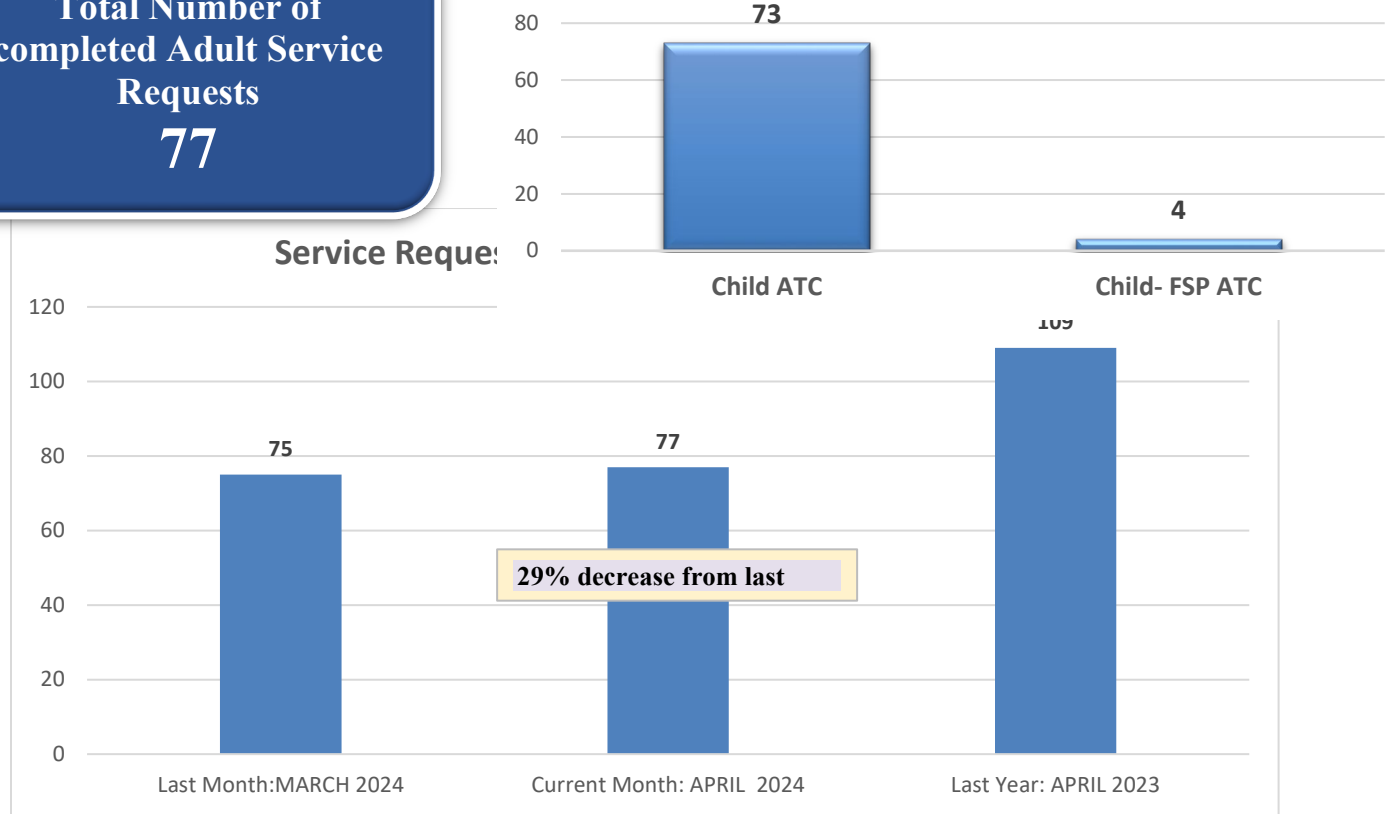


and last year, April 2023 to the current month, April 2024. There was a 14% increase in the number of service requests from last year.

CHILD and FAMILY SERVICES

Total Number of completed Adult Service Requests
77

Total Number of Service Requests by Program-CFS



This graph above compares the number of services requests from last month, March 2024 and last year, April 2023 to the current month, April 2024. There was a 29% decrease in the number of service requests from last year. It does not include an additional 67 clients that received services through School Partnership Team and MHSSA.

Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director
Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer
May 15, 2024
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The Children's outpatient team has made significant strides in enhancing their capabilities and services over the past fiscal year. The addition of a clinician certified in Trauma-Focused Cognitive Behavioral Therapy (TFCBT) and two more staff working towards certification demonstrates a commitment to providing evidence-based trauma-informed care to the community.

Moreover, the attainment of licensure status by one staff member and the achievement of a PhD in Occupational Therapy by another highlights the team's dedication to professional development and expanding their range of services.

The upcoming addition of a new bilingual clinician will further enhance the team's ability to reach and serve diverse populations, while the recruitment efforts for an additional clinician will ensure that the team is fully staffed to meet the needs of the community.

It's also notable that all six Children's outpatient staff have been with the program for over a year, indicating a stable and experienced team that can effectively collaborate and deliver quality care. Overall, these accomplishments position the outpatient team well to continue making a positive impact on the well-being of children and families in the community.



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

DATE: May 15, 2024

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

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

SUBJECT: Medical Director's Monthly Report

SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), and PSYCHIATRIC TEAMS IN April 2024

IOET Program

- Number of all new outreach= 25
- Number client given intake appointments= 22
- Number of clients opened= 9
- Total number of ALL clients outreached= 44
- Total number of homeless served= 44
- Percentage of clients outreached that are homeless= 47%
- Percentage of clients enrolled this month in formal services that are homeless= 33%

Service area:

- Laverne= 0
- Pomona= 84
- Claremont= 10
- Total= 94

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 0
- FSP-adult= 4
- FSP-TAY (Transition Age Youth) = 1
- AOP (Adult Outpatient Program) = 1
- COP (Children Outpatient Program) = 3
- FCCS (Field Capable Clinical Services) = 0
- FSP Children= 0

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Monthly Staff Report of Dr. Seeyam Teimoori
May 15, 2024
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Health Issues:

- Number of initial health assessments completed= 5
- Number of clients linked to PCP appointments with IOET LPT= 4

Psychiatric services

- Initial Medication Appointment Authorization- 84
- Total Scheduled for April - 71 (To see a psychiatrist)



**Tri-City Mental Health Authority
Monthly Staff Report**

DATE: May 15, 2024
TO: Governing Board of Tri-City Mental Health Authority
FROM: Rimmi Hundal, Executive Director
BY: Dana Barford, Director of MHSA and Ethnic Services
SUBJECT: Monthly MHSA and Ethnic Services Report

COMMUNITY PLANNING PROCESS (CPP)

Tri-City MHSA Public Hearing

On April 9th the Public Hearing for Tri-City MHSA Annual Update for FY 2024-25 was held during the Mental Health Commission meeting. Attendees were provided with an overview of MHSA programming, relevant updates, quantitative, and qualitative data. Additionally, several staff were present to provide success stories that reflected growth and enhanced wellness experienced by clients and community members due to involvement with Tri-City's various programming. The Commission endorsed the plan which was then presented to the Governing Board for approval and adoption on April 17th.

Pomona Valley Hospital Medical Center Presentation

Dr. Daniel Blocker, PhD, LMFT, Director of Behavioral Health from Pomona Valley Hospital Medical Center, (PVHMC) requested a presentation for their 1st, 2nd, and 3rd year medical students. The majority of these students currently work with patients who are also clients with Tri-City Mental Health. This provided an opportunity for these students to learn more about Tri-City's services and system of care. The presentation was well received with a total of 18 medical students in attendance. They were provided with an overview of Tri-City's robust programming, information on how to refer, and given an opportunity to ask questions and make comments.

PREVENTION AND EARLY INTERVENTION (PEI)

May Mental Health Month

Stigma reduction staff continue to plan and prepare activities and programming for May Mental Health Awareness Month. This year's theme for Mental Health Awareness Month is #Reimagine Mental Health and all programs and activities will be hybrid with some in person and some virtually. Community members can access and RSVP for different mental health events through the Tri-City Mental Health blog article [here](#).

Directing Change Film Contest

During the 2023-24 school year, a total of 186 students from 6 schools in the Tri-City area submitted 83 films about mental health and suicide prevention in the statewide film contest and program, Directing Change. The 6 participating schools included Claremont High School, Fremont

Academy of Engineering and Design, Ganesha High School, Marshall Middle School, San Dimas High School, Village Academy High School. On Thursday, May 16 Tri-City staff will be hosting a film showcase and award ceremony for these student filmmakers at Tri-City's Wellness Center.

- **Directing Change Film Showcase and Award Ceremony**
 - Thursday, May 16, 2024
6:00 PM–7:30 PM
Tri-City Wellness Center (1403 N Garey Ave, Pomona, CA)
 - This special night will present some light refreshments and beverages, film screening from schools within Pomona, Claremont and La Verne, Q&A with our student filmmakers, a photobooth with printed photos, and an award ceremony to recognize staff and students' hard work and participation in this year's [Directing Change](#) statewide film contest.
 - This event is open to the public and everyone is welcome to attend. For further questions or concerns, please contact Brittany Nguyen at bnnguyen@tricitymhs.org.
 - [Register for Event](#)

WORKFORCE EDUCATION AND TRAINING

Outreach & Engagement

Tri-City staff hosted a table during the University of La Verne's Meet the Professionals event. Four of Tri-City's staff spoke during this event sharing what their position is, what their jobs/positions entail and answering questions for students about what it's like to work in public behavioral/mental health. A second presentation was made for the University of La Verne's Psi Chi Chapter about careers in mental health. This was also well received and hopefully inspired students to consider pursuing a rewarding career in mental health.

INNOVATION

Community Planning Project (CPP)

For the Community Planning Process (CPP) project, one of the target populations is transition age youth (TAY). In an effort to increase their engagement of this important group, the CPP staff collaborated with the Pomona Consulting Group, a student led organization at Pomona College, who provide insight and feedback to companies while supporting the development of students through hands-on project experience. In previous months the team expressed the need to engage the community, especially TAY, in the Community Planning Process and which aspects, changes, and improvements Tri-City could make to successfully accomplish this. Student workgroups were formed to provide feedback from a first-hand perspective. The information gathered from these groups was extremely valuable and insightful. Just a few of the examples of the feedback provided include:

- Expanding in-person and digital outreach through social media to include quizzes; using employees to make content because community members know them; use videos versus posts.
- Explaining what Tri-City does and educating the public will help drive up demand for services.
- Monetary incentives help to increase respondent participation in surveys and are more successful when the money incentive is calculated and compared with time: \$5 for 3 minutes of your time versus \$5 for 15 questions. Also, the incentive of being entered into a raffle for 3 minutes of your time.



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

DATE: May 15, 2024

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

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

PROGRAM QUALITY IMPROVEMENT

The Best Practices (BP) division continues to work closely with the Medication Support Services leadership team, in order to enhance programs and services workflows in the following areas: 1) Scheduling, 2) Client/Caseload Tracking, 3) Client Care Forms & Process. This collaborative process has been overall effective in accomplishing the intended quality improvement goals.

PROGRAM REVIEWS AND CHART AUDITS

In addition to standard chart reviews, Quality Assurance staff completed a special audit review, as a follow up to the HIPAA/Authorization to Release Information training series. Audit feedback will be provided to applicable programs to ensure compliance and continued improvement.

PROVIDED TRAININGS/IN SERVICES

BP division staff continue to provide ongoing Clinical Documentation training, as well as Electronic Health Record training. The purpose of documentation training is to ensure that new service providers have a solid foundational understanding of quality documentation 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.

DATA COLLECTION, ANALYSIS AND REPORTING

The BP data and outcomes team has been working to develop and prepare for the upcoming launch of the electronic health record's data analytics system. The data analytics system will enable automated extraction, organization, and visualization of essential data, in order to help improve the data tracking and reporting process. This data will be made available to program leaders, to promote real time monitoring of selected client care activities.

BEST PRACTICE TRAINING

BP compliance staff attended the 28th Annual Compliance Institute, which was hosted by the Health Care Compliance Association. The annual institute focuses on the latest compliance issues, best practices, and emerging trends, to help compliance professionals ensure that their agency compliance programs are efficient and effective.