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Verne.

## TRI-CITY MENTAL HEALTH AUTHORITY

### AGENDA

#### GOVERNING BOARD REGULAR MEETING

WEDNESDAY, NOVEMBER 20, 2024 AT 5:00 P.M.  
MHSA ADMINISTRATION BUILDING  
2001 NORTH GAREY AVENUE, POMONA, CA 91767

#### GOVERNING BOARD

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

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

[https://tricitymhs-  
org.zoom.us/j/81174526475?pwd=pX9K52GivRO0oe1v5a4aBpzJ8nOF8W.1](https://tricitymhs-org.zoom.us/j/81174526475?pwd=pX9K52GivRO0oe1v5a4aBpzJ8nOF8W.1)

Passcode: awFL+Wy4

**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

**Public Participation.** Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board. Therefore, members of the public are invited to speak on any matter on or off the agenda. If the matter is an agenda item, you will be given the opportunity to address the legislative body when the matter is considered. If you wish to speak on a matter which is not on the agenda, you will be given the opportunity to do so at the Public Comment section. **No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.**

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

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

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

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by Tri-City Mental Health Authority to all or a majority of the Governing Board less than 72 hours prior to this meeting, are available for public inspection at 1717 N. Indian Hill Blvd., Suite B, in Claremont during normal business hours.

In compliance with the American Disabilities Act, any person with a disability who requires an accommodation in order to participate in a meeting should contact JPA Administrator/Clerk Mica Olmos at (909) 451-6421 at least 24 hours prior to the meeting.

**GOVERNING BOARD CALL TO ORDER**

Chair Leano calls the meeting to Order.

**ROLL CALL**

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

**POSTING OF AGENDA**

The Agenda is posted 72 hours prior to each meeting at the following Tri-City locations: Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the TCMHA's website: <http://www.tricitymhs.org>

**CONSENT CALENDAR****1. APPROVAL OF MINUTES FROM THE JULY 10, 2024 GOVERNING BOARD SPECIAL MEETING**

Recommendation: "A motion to approve the Minutes of the Governing Board Special Meeting of July 10, 2024."

**2. APPROVAL OF MINUTES FROM THE OCTOBER 23, 2024 GOVERNING BOARD ADJOURNED REGULAR MEETING**

Recommendation: "A motion to approve the Minutes of the Governing Board Adjourned Regular Meeting of October 23, 2024."

**3. APPROVAL OF MINUTES FROM THE OCTOBER 29, 2024 GOVERNING BOARD SPECIAL MEETING**

Recommendation: "A motion to approve the Minutes of the Governing Board Special Meeting of October 29, 2024."

**4. CONSIDERATION OF RESOLUTION NO. 761 APPROVING A THREE-YEAR AGREEMENT WITH THE POMONA UNIFIED SCHOOL DISTRICT (PUSD) TO PROVIDE MENTAL HEALTH SERVICES TO DISTRICT'S STUDENTS AND THEIR FAMILIES IDENTIFIED AND REFERRED BY THE DISTRICT; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 761 approving the Agreement with the PUSD for mental health services to be provided from July 1, 2024 through June 30, 2027, and authorizing Executive Director to execute the Agreement.”

**5. CONSIDERATION OF RESOLUTION NO. 762 APPROVING A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR A HOUSING SOLUTIONS FUND GRANT IN THE AMOUNT OF \$35,000.00 AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE MOA**

Recommendation: “A motion to adopt Resolution No. 762 approving the Memorandum of Agreement with the SGVCOG for a Housing Solutions Fund Grant in the amount of \$35,000.00 from November 20, 2024 through June 30, 2025 and authorizing Executive Director to execute the MOA.”

**6. CONSIDERATION OF RESOLUTION NO. 763 APPROVING THE ENGAGEMENT OF HOOPER, LUNDY & BOOKMAN, P.C. FOR SPECIAL COUNSEL HEALTHCARE LAW LEGAL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ENGAGEMENT LETTER REGARDING THE SAME**

Recommendation: “A motion to adopt Resolution No. 763 approving the engagement of Hooper, Lundy & Bookman, P.C. for special counsel healthcare law legal services and authorizing the Executive Director to execute the Engagement Letter with Hooper, Lundy & Bookman, P.C. dated November 14, 2024.”

**NEW BUSINESS**

**7. CONSIDERATION OF RESOLUTION NO. 764 APPOINTING ONTSON PLACIDE TO BE THE EXECUTIVE DIRECTOR OF THE TRI-CITY MENTAL HEALTH AUTHORITY AND APPROVING AN EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT WITH ONTSON PLACIDE WITH AN ANNUAL BASE SALARY OF \$317,271.97, EFFECTIVE DECEMBER 9, 2024**

Recommendation: “A motion to adopt Resolution No. 764 appointing Mr. Ontson Placide to be the Executive Director of the Tri-City Mental Health Authority; approving an Executive Director Employment Agreement with Mr. Placide with an annual Base Salary of \$317,271.97, effective December 9, 2024; and adopting the staff’s oral summary of the Executive Director’s salary and benefits.”

**MONTHLY STAFF REPORTS**

- 8. DIANA ACOSTA, INTERIM EXECUTIVE DIRECTOR REPORT**
- 9. TREVOR BOGLE, INTERIM CHIEF FINANCIAL OFFICER REPORT**
- 10. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
- 11. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
- 12. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
- 13. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

**GOVERNING BOARD COMMENTS**

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

**PUBLIC COMMENT**

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

**ADJOURNMENT**

The Governing Board will meet next in a Regular Joint Meeting with the Mental Health Commission to be held on **Wednesday, December 18, 2024 at 5:00 p.m.** in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS  
JPA ADMINISTRATOR/CLERK



## **MINUTES**

### **SPECIAL MEETING OF THE GOVERNING BOARD JULY 10, 2024 – 5:00 P.M.**

The Governing Board Special Meeting was held on Wednesday, July 10, 2024, at 5:00 p.m. in in the MHSA Administration Building located at 2001 North Garey Avenue, Pomona, California.

**CALL TO ORDER** Chair Leano called the meeting to order at 5:00 p.m.

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

#### **GOVERNING BOARD**

**PRESENT:** Jed Leano, City of Claremont, Chair  
John Nolte, City of Pomona, Vice-Chair (arrived at 5:04 p.m.)  
Carolyn Cockrell, City of La Verne, Board Member  
Paula Lantz, City of Pomona, Board Member  
Wendy Lau, City of La Verne, Board Member  
Ronald T. Vera, City of Claremont, Board Member  
Beverly Johnson, City of Pomona, Alternate Board Member

**ABSENT:** Elizabeth Ontiveros-Cole, City of Pomona, Board Member

#### **STAFF**

**PRESENT:** Rimmi Hundal, Executive Director  
Steven L. Flower, General Counsel  
Diana Acosta, Chief Financial Officer  
Kitha Torregano, Director of Human Resources  
Mica Olmos, JPA Administrator/Clerk

#### **PUBLIC COMMENT**

There was no comment.

#### **CLOSED SESSION**

At 5:04 p.m., the Governing Board recessed to a Closed Session pursuant to Government Code § 54957, Public Employment, Title: Acting/Interim Executive Director.

#### **RECONVENE TO OPEN SESSION**

At 5:37 p.m., the Governing Board reconvened to the Open Session.

Chair Leano reported that the Governing Board authorized the appointment of TCMHA Chief Financial Officer Diana Acosta as the Interim Executive Director of Tri-City Mental Health Authority; and that Chair Jed Leano and Board Member Paula Lantz were assigned to engage in contract negotiations with Ms. Acosta.

Chief Financial Officer Acosta stated that it was an honor to accept the responsibilities of the Interim Executive Director position, noting that she has TCMHA at heart.

Board Member Lau announced that TCMHA Executive Director Rimmi Hundal would be honored during the La Verne City Council Meeting of August 5, 2024.

### **ADJOURNMENT**

At 5:39 p.m., on consensus of the Governing Board its meeting of July 10, 2024, was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, July 17, 2024 at 5:00 p.m., in the Wellness Center, 1403 North Garey Avenue, Pomona, California.

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Micaela P. Olmos, JPA Administrator/Clerk



## MINUTES

### **ADJOURNED REGULAR MEETING OF THE GOVERNING BOARD OCTOBER 23, 2024 – 5:00 P.M.**

The Governing Board Regular Meeting was held on Wednesday, October 23, 2024, at 5:00 p.m. in the MHSA Administration Building located at 2001 North Garey Avenue, Pomona, California.

**CALL TO ORDER** Chair Leano called the meeting to order at 5:01 p.m.

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

#### GOVERNING BOARD

**PRESENT:** Jed Leano, City of Claremont, Chair  
John Nolte, City of Pomona, Vice-Chair  
Carolyn Cockrell, City of La Verne, Board Member  
Paula Lantz, City of Pomona, Board Member (arrived at 5:08 p.m.)  
Wendy Lau, City of La Verne, Board Member  
Ronald T. Vera, City of Claremont, Board Member

**ABSENT:** Elizabeth Ontiveros-Cole, City of Pomona, Board Member

#### STAFF

**PRESENT:** Diana Acosta, Interim Executive Director  
Steven L. Flower, General Counsel  
Trevor Bogle, Interim Chief Financial Officer  
Seeyam Teimoori, Medical Director  
Dana Barford, Director of MHSA & Ethnic Services  
Natalie Majors-Stewart, Chief Compliance Officer  
Kitha Torregano, Director of Human Resources  
Mica Olmos, JPA Administrator/Clerk

#### CONSENT CALENDAR

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

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

#### **1. APPROVAL OF MINUTES FROM THE SEPTEMBER 18, 2024, GOVERNING BOARD SPECIAL MEETING**

**AGENDA ITEM NO. 2**

Recommendation: “A motion to approve the Minutes of the Governing Board Special Meeting of September 18, 2024.”

**2. CONSIDERATION TO RE-APPOINT CLARENCE CERNAL AS MEMBER TO THE TRI-CITY MENTAL HEALTH COMMISSION**

Recommendation: “A motion to reappoint Clarence as member to the Mental Health Commission for a three-year term expiring in September 2027.”

**3. CONSIDERATION OF RESOLUTION NO. 759 APPROVING THE MULTICOUNTY COLLABORATIVE PSYCHIATRIC ADVANCE DIRECTIVES (PADs) PHASE II PROJECT EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2029; AND ALLOCATING MHSA INNOVATION FUNDS IN THE AMOUNT OF \$1,500,000.00 FOR FY 2025-26 THROUGH FY 2028-29, AS RECOMMENDED BY TCMHA MENTAL HEALTH COMMISSION**

Recommendation: “A motion to adopt Resolution No. 759 approving the Multi-County Psychiatric Advance Directives (PDAs) Phase II Project effective July 1, 2025, through June 30, 2029, and allocating MHSA Innovations Funds in the amount of \$1,500,000.00 for Fiscal Years 2025-26, 2026-27, 2027-28 and 2028-29 for the project, as recommended by the Mental Health Commission.”

**4. CONSIDERATION OF RESOLUTION NO. 760 APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH JS RISK CONSULTING FOR RISK MANAGEMENT CONSULTING SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Recommendation: “A motion to adopt Resolution No. 760 authorizing the Executive Director to execute the First Amendment to the Agreement with JS Risk Consulting for Risk Management Consulting Services.”

**NEW BUSINESS**

**5. APPROVAL OF TRI-CITY MENTAL HEALTH AUTHORITY’S MEMBERSHIP IN CALIFORNIA BEHAVIORAL HEALTH DIRECTORS ASSOCIATION (CBHDA) FOR FISCAL YEAR 2024-25**

Interim Chief Financial Officer Bogle reported that the California Behavioral Health Directors Association (CBHDA) is a non-profit organization that advocates for all behavioral health directors statewide and are instrumental in educational and training materials for staff, and pointed out that looking at the future of BHS (Behavioral Health Services Act) it is important to continue to participate with CBHDA and maintain their advocacy.

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



There being no further comment, Board Member Cockrell moved, and Board Member Lau seconded, to approve the Tri-City Mental Health Authority's membership in California Behavioral Health Director's Association for Fiscal Year 2024-2025. The motion was carried by the following vote: Board Members Cockrell, Lau, Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Members Lantz and Ontiveros-Cole.

## **MONTHLY STAFF REPORTS**

### **6. DIANA ACOSTA, INTERIM EXECUTIVE DIRECTOR REPORT**

Interim Executive Director Acosta reported that two weeks ago the Grand Re-Opening of the Therapeutic Community Garden took place, noting that it was a nice event, had great turnout, and it was mentioned in the local newspaper. She then acknowledged the Governing Board members and Mental Health Commission members that attended the event.

Chair Leano thanked Vice-Chair Nolte and Board Members Lantz and Cockrell for attending, and apologized for not being able to attend the event due to his work schedule.

Interim Executive Director Acosta continued with her report and stated there is no update regarding Proposition 1, the Behavioral Health Services Act; however, the TCMHA executive team continue to participate in the multiple meetings held weekly by CBHDA, which provides updates received from the DHCS (Department of Healthcare Services).

Chair Leano inquired if DHCS is a state agency. Interim Executive Director Acosta replied in the affirmative.

### **7. TREVOR BOGLE, INTERIM CHIEF FINANCIAL OFFICER REPORT**

Interim Chief Financial Officer Bogle stated there will be revenue recognition based on the approved plan, and that the current numbers are similar to those reflected this time last year. He then discussed reversion, stating the tables presented monthly are updated based on reversion schedules from the state.

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

Interim Chief Financial Officer Bogle reported that the 2024 RER will not be submitted until February 2025 and tables will not be received until March/April 2025; that based on unaudited statements through 2023/2024, it looks as though reversion is not an issue for 2021/22 or 2022/23; however, because in August 2023 a large payment was received, staff will continue to monitor reversion for 2023/24 and updates will be provided.

Board Member Vera inquired if the amount if the table reflected on Page 4 of the report is in danger of reversion. Interim Chief Financial Officer Bogle stated the number reflected is outdated and the current number is closer to \$9.8 million, noting that the 2021/22 and 2022/23 are fully expended, and the 2024/25 bucket is expected to be fully expended; and that the focus is on the 2023/24 bucket to expend it by June 30, 2026. Board Member Vera inquired how long does TCMHA have to spend the money. Interim Chief Financial Officer Bogle stated it is three years from when the money is received.

Board Member Vera inquired if how to best to allocate the MHSA funding within our jurisdiction are first vetted by Mental Health Commission; and if all MHSA funding go through the public process. Interim Chief Financial Officer Bogle responded in the affirmative.

**8. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**

Chief Clinical Officer Renteria was not present; and Interim Executive Director Acosta stated she was available for questions. There were no questions.

**9. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**

Medical Director Teimoori reported that staff is working on trying to prevent and treat medical comorbidities, which are very prevalent in our population, through different methods and following medical guidelines; and that he was available to answer any questions on his report.

Board Member Vera commented that he noticed there is a new drug available for persons diagnosed with Schizophrenia, which have less side effects, and inquired if Dr. Teimoori was familiar with it and if it was available to TCMHA clients. Medical Director Teimoori stated he was familiar with it, noting that pharmaceuticals present the medication and provide samples; and explained that not all clients can switch to the new medication since it might have side effects for clients that are taking medications that are working for them. Board Member Vera further inquired if it would be reviewed on a case-by-case basis. Medical Director Teimoori replied in the affirmative.

**10. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**

Director of MHSA and Ethnic Services Barford announced that TCMHA would be hosting on Friday, October 25th its 10th Annual Job Fair at the Wellness Center and that over twenty employers will be present, noting that some of them will offer on-site interviews; that staff will participate in a Health and Wellness Fair at Western University on Saturday, October 26th from 11:00 a.m. to 2:00 p.m., pointing out that there will be free medical services such as dental and vision screenings, immunizations, vaccinations, medical exams, resources and workshops, and giveaways.

Board Member Cockrell inquired if the Job Fair at the Wellness Center is open to the general public. Director of MHSA and Ethnic Services Barford responded in the affirmative.

**11. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Chief Compliance Officer Majors-Stewart reported that Best Practices department is evaluating TCMHA's protocols and offering enhancements where needed, and pointed out that the focus will be on providing date-driven feedback, strengthen and streamline workflow efficiently, review and update existing protocols, and be sure the agency is aligned with current needs, trends, and regulations. She stated the department is enhancing training and brainstorming new ways to reach service providers and disseminate information, along with new projects and program monitoring.

### **GOVERNING BOARD COMMENTS**

Board Member Vera stated he received an inquiry from an individual interested in applying for the Mental Health Commission and inquired how many vacancies the MHC currently has. JPA Administrator/Clerk Olmos stated there are no current vacancies; however, the individual is welcome to apply and when there is a vacancy, she can contact them and invite them to participate in the recruitment process.

Board Member Vera asked if Commissioners serve three-year terms. JPA Administrator/Clerk Olmos responded in the affirmative. Board Member Vera further inquired if there will be any vacancies next year. JPA Administrator/Clerk Olmos stated that the positions are staggered, and vacancies occur when members do not renew their membership.

### **PUBLIC COMMENT**

There was no public comment.

### **CLOSED SESSION**

The Governing Board recessed to a Closed Session pursuant to: (1) Conference with Legal Counsel - Existing Litigation (Gov't Code § 54956.9), Patricia Kears v. Tri-City Mental Health Authority, et al., LA Superior Ct. Case No. 21PSCV00953; (2) Conference with Legal Counsel – Anticipated Litigation, significant exposure to litigation pursuant to Gov't Code § 54956.9(d)(3), one case; (3) Conference with Real Property Negotiators (Government Code § 54956.8), Property: 956 West Baseline Road, Claremont, CA 91711 (APN 8669-019-029), Agency Negotiators: Diana Acosta, Trevor Bogle, Negotiating Party: RNLA – Restore Neighborhoods LA, Inc., Under Negotiation: Price and terms of payment; and (4) Public Employee Appointment (Gov't Code § 54957), Position to be Filled: Executive Director.

### **RECONVENE TO OPEN SESSION**

At 8:00 p.m., the Governing Board reconvene to the Open Session.

Chair Leano reported that there was no reportable action on Closed Session Item Nos. 1, 2, and 4; and that regarding Closed Session Item No. 3, the Governing Board authorized staff and a subcommittee, consisting of Chair Leano and Board Member Vera, to negotiate with the Negotiating Party.

### **ADJOURNMENT**

At 8:01 p.m., on consensus of the Governing Board its meeting of October 23, 2024, was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, November 20, 2024, at 5:00 p.m., in the MHSA Administration Building, 2001 North Garey Avenue, Pomona, California.



## **MINUTES**

### **SPECIAL MEETING OF THE GOVERNING BOARD October 29, 2024 – 9:00 A.M.**

The Governing Board Special Meeting was held on Tuesday, October 29, 2024, at 9:05 a.m. in the Claremont City Hall located at 207 Harvard Avenue in Claremont, California, in the first floor conference room.

**CALL TO ORDER** Chair Leano called the meeting to order at 9:05 a.m.

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

#### **GOVERNING BOARD**

PRESENT: Jed Leano, City of Claremont, Chair  
John Nolte, City of Pomona, Vice-Chair  
Carolyn Cockrell, City of La Verne, Board Member  
Paula Lantz, City of Pomona, Board Member  
Wendy Lau, City of La Verne, Board Member  
Ronald T. Vera, City of Claremont, Board Member  
Beverly Johnson, City of Pomona, Alternate Board Member

ABSENT: Elizabeth Ontiveros-Cole, City of Pomona, Board Member

#### **STAFF**

PRESENT: Diana Acosta, Interim Executive Director  
Steven L. Flower, General Counsel  
Kitha Torregano, Director of Human Resources  
Mica Olmos, JPA Administrator/Clerk

#### **PUBLIC COMMENT**

There was no comment.

#### **CLOSED SESSION**

At 9:06 a.m., the Governing Board recessed to a Closed Session pursuant to Gov't Code § 54957, Public Employee Appointment, Position to be Filled: Executive Director.

#### **RECONVENE TO OPEN SESSION**

At 1:51 p.m., the Governing Board reconvened to the Open Session, and there was no reportable action.

**ADJOURNMENT**

At 1:51 p.m., on consensus of the Governing Board its meeting of October 29, 2024, was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, November 20, 2024, at 5:00 p.m., in the MHSA Administration Building, 2001 North Garey Avenue, Pomona, California.

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Micaela P. Olmos, JPA Administrator/Clerk

DRAFT



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

**DATE:** November 20, 2024

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

**FROM:** Diana Acosta, CPA, Interim Executive Director

**BY:** Liz Renteria, LCSW, Chief Clinical Officer

**SUBJECT:** Consideration of Resolution No. 761 Approving a Three-Year Agreement with the Pomona Unified School District (PUSD) to Provide Mental Health Services to District's Students and their Families Identified and Referred by the District; and Authorizing the Executive Director to Execute the Agreement

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Summary:

The Agreement between Tri-City Mental Health Authority (TCMHA) and the Pomona Unified School District (PUSD) improves collaboration and access to important specialty mental health services for PUSD students expired on June 30, 2024. Staff requests for approval of the Agreement to continue services beginning July 1, 2024 to June 30, 2027.

Background:

For over a decade TCMHA has partnered with PUSD to improve communication, collaboration, referral and mental health treatment support for the students and families from PUSD. In addition, in 2022 PUSD became a core partner in the Mental Health Students Services Act Grant from the application process to planning and current implementation. The Agreement to continue the partnership and allows for Tri-City staff to provide services on-site at PUSD schools as requested by students and families.

Fiscal Impact:

There is no funding impact. The purpose of this Agreement is to foster collaboration between PUSD and Tri-City staff to ensure timeliness of care and the expansion of access points to care for PUSD students already eligible for TCMHA services.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 761 approving the Agreement with the PUSD for mental health services to be provided from July 1, 2024 through June 30, 2027, and authorizing Executive Director to execute the Agreement.

Attachments:

*Attachment 4-A:* Resolution No. 761 – Draft  
*Attachment 4-B:* Agreement with PUSD

**RESOLUTION NO. 761**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH THE POMONA UNIFIED SCHOOL DISTRICT FOR MENTAL HEALTH SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) desires to enter a contract to provide mental health services to Medi-Cal eligible Pomona Unified School District (PUSD) students and their families, identified and referred by PUSD.

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

**2. Action**

The Governing Board approves the Agreement for mental health services with the Pomona unified School District commencing on July 1, 2024 through June 30, 2027; and authorizes the Executive Director to execute the Agreement.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 20, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

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STEVEN L. FLOWER, GENERAL COUNSEL

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MICAELA P. OLMOS, RECORDING SECRETARY

**ATTACHMENT 4-A**

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into effective as of August 1, 2024 ("**Effective Date**"), by and between the POMONA UNIFIED SCHOOL DISTRICT, a public agency of the State of California ("**District**"), and TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California ("**Provider**").

### RECITALS

WHEREAS, District desires to provide mental health services to certain of District's students and their families identified and referred by District; and

WHEREAS, Provider represents to Board (as defined herein) that it is specially trained, experienced, qualified certified by the California Board of Behavioral Sciences as a provider of mental health services and is experienced and competent to perform the Services (as defined herein); and

WHEREAS, based on Provider's representations the Board of Education of the District ("**Board**") desires to contract with Provider to provide the Services (as defined herein) and Provider desires to render the Services (as defined herein) pursuant to the terms of this Agreement.

### OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. This Agreement shall cover Services (as defined herein) performed during the period (the "**Term**") from July 1, 2024 through June 30, 2027 (the "**Termination Date**"). This Agreement shall automatically terminate on the Termination Date, unless earlier terminated pursuant to **Section 15** hereof.
2. Services.
  - 2.1 As directed by District, Provider shall provide appropriate mental health services to certain of District's Medi-Cal-eligible children and their families identified and referred by District, such services to include, without implied limitation, the following: individual, collateral, family and group psychotherapy services, counseling and case management services to be provided at District school sites.
  - 2.2 In connection with the services described in **Section 2.1** above, Provider also shall provide, as permitted under applicable confidentiality laws and valid releases from parents/legal guardians, the following product(s) according to the following schedule: N/A (collectively, "**Products**"). The services described above in this Section and the Products shall hereinafter collectively be referred to as the ("**Services**").



- 2.3. Provider shall provide the Services to District Superintendent Darren Knowles and/or his designee for this matter ("**District's Designee**"), who is currently, Patricia Azevedo, Director, School Mental Health Services, or her successor. The scope of the Services shall be subject to the approval of District's Designee in District's Designee's sole and absolute discretion.
- 2.4. District shall make available to Provider, as necessary and to the extent reasonably possible, District facilities suitable for the confidential nature of the Services to be provided hereunder. In the event such District facilities are not available or appropriate at a given time for a student/family receiving Services hereunder, District shall make arrangements with Provider for a suitable alternative location approved by District's Designee in District's Designee's sole and absolute discretion.
- 2.5. It shall be Provider's responsibility to verify the Medi-Cal eligibility of any District student referred as a Medi-Cal-eligible student to Provider by District for Services hereunder, and Provider shall bear the sole risk of any mistaken verification of Medi-Cal eligibility and shall not be entitled to any compensation from District for the provision of Services to a Medi-Cal-identified student who Provider subsequently determines is ineligible for Medi-Cal.
- 2.6. If Provider determines that a District student is not eligible for Medi-Cal, Provider shall immediately refer the student back to District and, upon District request, shall assist District in finding a suitable alternative program for the student.

3. Remuneration.

- 3.1. Provider shall not be entitled to any compensation or benefit from District of any kind or type for the Services to be provided hereunder. Provider understands and acknowledges that its sole source of remuneration for the Services provided hereunder is any reimbursement Provider may successfully obtain from Medi-Cal or other available funding source.
- 3.2. Provider shall not charge families for any Services rendered under this Agreement unless such Services and charges are clearly identified in writing and agreed upon in advance as an obligation of the parents/guardians in a writing signed by the parents/guardians. In no event shall the agreed-upon charges obligate District financially, nor shall District incur any obligation or expense in connection therewith.

4. Independent Contractor.

- 4.1. In connection with the performance of the Services, District and Provider acknowledge and agree that Provider is an independent contractor and not an officer, agent, or employee of the District. Consequently, Provider shall pay all State and Federal taxes as an independent contractor and acknowledges and agrees that, as an independent contractor, Provider (and its agents, employees, and

other representatives) is not covered by District under California workers' compensation, unemployment insurance or other employment-related laws.

- 4.2. District and Provider hereby acknowledge and agree that Provider shall determine Provider's own hours of work and work location; purchase, lease and/or maintain Provider's own office, facilities, and equipment; hire, fire, direct and control Provider's agent(s), employee(s) or other representative(s) at Provider's sole discretion; and shall be available to perform services for other school districts and/or the general public.
- 4.3. District and Provider further acknowledge and agree that District shall not provide Provider with any training or instructions (other than job specifications) or tools and equipment (other than occasional use of District facilities and equipment). Should Provider require the use of District's facilities and equipment, Provider accepts the responsibility to coordinate with District's Designee the specific time(s) and use(s) in order to avoid any conflict of time(s) and use(s) of such District facilities and equipment.
- 4.4. As an independent contractor performing the Services, Provider shall determine the methods, details, and means of providing the Services; however, upon request, Provider shall submit to District an oral and/or written summary of Provider's methods, details and means of providing the Services.
- 4.5. Provider shall assume all ordinary expenses incurred in the performance of this Agreement including, without implied limitation, document reproduction expenses and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless previously authorized in writing by District's Designee and shall be covered by a specific addendum to this Agreement.
- 4.6. Provider shall at all times remain solely responsible for the Services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employee(s) or other representative(s) to perform any or all of such Services; provided, however, that because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the Services or this Agreement or any interest therein, without the prior written approval of District's Designee in the District's Designee's sole and absolute discretion. Any such attempt to subcontract, assign or otherwise transfer any portion of the Services or this Agreement without District's Designee's prior written approval shall be void and without effect, and shall permit District to immediately terminate this Agreement. In the event that District's Designee delivers to Provider prior written approval of the use of subcontractors (collectively, "**Subcontractors**"), Provider acknowledges and agrees that all Subcontractors shall comply with the terms of this Agreement including, without implied limitation, **Section 5** of this Agreement. Any failure of Provider's Subcontractors to comply with the terms of

**Section 5** of this Agreement shall subject Provider to liability under this Agreement pursuant to **Section 11** of this Agreement.

- 4.7. Any Subcontractor(s) shall be at no additional expense to District and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due Provider's Subcontractors, and shall be responsible for all reports and obligations respecting Provider's Subcontractors.
- 4.8. Provider shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents and maintains that Provider is skilled in the professional calling necessary to perform the Services. Provider warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Provider represents that Provider, Provider's employees and Subcontractors, if approved pursuant to **Section 4.6** of this Agreement, have all licenses, certifications, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license from the community where Provider's business is located, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. Provider shall perform, at its own cost and expense and without reimbursement from District, any Services necessary to correct errors or omissions that are caused by Provider's failure to comply with the standard of care provided for herein, and shall be fully responsible to the District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from Provider's errors and omissions.

5. Criminal Background Check.

- 5.1. Provider and all of Provider's employees and Subcontractors shall comply with all requirements related to fingerprinting set forth in California Education Code Section 45125.1 and in District Administrative Regulations related to fingerprint background checks. Provider shall ensure that Provider and any of Provider's employees and Subcontractors who interact with District students outside of the immediate supervision and control of the student's Parent or District employee, whether in person or online ("**Unsupervised Contact**"), or at the District's discretion as described in Section 45125.1(c) of the California Education Code will comply with the requirements of this Section prior to the initiation of performance under this Agreement. For the purpose of this Agreement, "**Parent**" refers collectively to the natural or adoptive parent(s), legal guardian(s), or a surrogate parent(s) appointed by District.
- 5.2. In the event that Unsupervised Contact with District students is anticipated, then, in accordance with and as required by California Education Code Section 45125.1, upon receipt of any employee or Subcontractor criminal background checks required under **Section 5.1**, Provider shall certify in writing to District the following: "Neither the Provider nor any of its employees and/or Subcontractors

who are required in accordance with Section 45125.1 of the California Education Code to submit or have their fingerprints submitted to the California Department of Justice and who may interact with District students have been convicted of a felony as defined in Section 45122.1 of the California Education Code." No employee or Subcontractor shall be permitted to interact with District students until the Department of Justice has ascertained that the employee or Subcontractor has not been convicted of a felony as defined in California Education Code Section 45122.1 pursuant to prohibition and exceptions described in California Education Code Section 45125.1.

- 5.3. Provider shall register with the California Department of Justice for subsequent offender notification of its employees and Subcontractors who provide Services to, or may have Unsupervised Contact with, District students. Provider shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. It is Provider's responsibility prior to commencing Services and on an ongoing basis through the Term of this Agreement, to provide District with updated information and changes in status on such employees and Subcontractors in full and complete compliance with California Education Code Section 45125.1.

6. Child Abuse Reporting.

- 6.1 Provider warrants and represents to District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse reporting obligations and procedures under California law, including, but not limited to, California Education Code Section 49370 and California Penal Code Section 11166 et seq. Provider shall provide annual training to all its employees regarding mandated reporting of child abuse. Provider warrants and represents that all staff members will abide by such laws in a timely manner.
- 6.2 Unless prohibited by law, Provider shall submit immediately, and no later than within twenty-four (24) hours, by facsimile and mail provide an accident or incident report to the District when it becomes aware of reportable circumstances, including, but not limited to, allegations of molestation or child abuse, pertaining to children under Provider's supervision pursuant to this Agreement.

7. Confidentiality. Provider and all Subcontractors shall maintain the confidentiality of all information and records received in the course of providing the Services, in accordance with the provisions of applicable federal and state statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328. This requirement shall extend beyond the effective termination or expiration date of this Agreement. This Section shall not be construed as prohibiting either party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

8. Health Insurance Portability and Accountability Act ("HIPAA"). In accordance with the Health Insurance Portability and Accountability Act and the associated HIPAA regulations (45 CFR Parts 160 and 164), the parties to this Agreement shall establish and implement appropriate safeguards for any Protected Health Information (as defined under HIPAA) that may be created, received, used or disclosed by them in connection with the Services and this Agreement.
  
9. Compliance with FERPA.
  - 9.1 The Provider understands and acknowledges that student educational records are protected by the provisions of the Family Educational Rights and Privacy Act, at 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. Part 99 (collectively referred to herein as "**FERPA**"). Nothing in this Agreement shall be construed to allow either Provider to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, Provider will not disclose any data obtained under this Agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 C.F.R. §99.31(6)(ii)(A), except as permitted under FERPA.
  
  - 9.2 Provider will destroy or return to District all personally identifiable student information obtained under this Agreement when no longer needed for the purpose for which it was obtained, and in no event later than ninety (90) days after the Termination Date.
  
  - 9.3 FERPA protects students' Personally Identifiable Information ("**PII**") in student's educational records from disclosure to third parties without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA, including the School Official exemption ("**School Official**"), 20 U.S.C. 1232g and 34 C.F.R. Part 99. For the purposes of FERPA, to the extent PII from education records are transmitted to Provider from the District in written or electronic form or accessed by the Provider through District electronic record keeping systems to which Provider has been provided authorized access in order to perform the Services, the Provider shall be considered a School Official as defined by 34 C.F.R. §99.31(a)(1)(i)(B), under the control and direction of the District as it pertains to use of education records. The Provider will comply with the requirements of FERPA as a School Official, which will include, but is not limited to, establishing policies and procedures for the protection of PII obtained during the performance of this Agreement to avoid disclosure to unauthorized parties or inadvertent disclosure.
  
10. Insurance.
  - 10.1 Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability, professional liability, sexual abuse and molestation liability, cyber liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the Agreement by Provider and Provider's Subcontractors, agents, or representatives. District in no way represents or warrants that the insurance required under this **Section 10** is sufficient to protect Provider for liabilities that may arise from or relate to this Agreement.

- 10.2. The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000), Four Million Dollars (\$4,000,000) in the aggregate. All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.
- 10.3. The workers' compensation insurance, if required by applicable law, shall insure Provider's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.
- 10.4. The automobile liability shall have an each-occurrence limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the District, its Board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Provider or for which the Provider is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its Board members, superintendent, officers, employees, volunteers, agents and representatives, or if excess, shall stand in an unbroken chain of coverage excess of the Provider's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its Board members, superintendent, officers, employees, agents and volunteers shall be excess of the Provider's insurance and shall not be called upon to contribute with it.
- 10.5. Provider shall procure and maintain during the Term and for a period of five (5) years following completion of the Services, professional liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) in the aggregate, which shall be endorsed to include contractual liability.
- 10.6. Provider shall procure and maintain for the duration of this Agreement sexual abuse and molestation liability insurance. Such insurance shall provide for limits of not less than Three Million Dollars (\$3,000,000) per occurrence, Six Million Dollars (\$6,000,000) in the aggregate.
- 10.7. All commercial general liability, automobile liability or comparable policies maintained by Provider shall name District and such other persons or firms as

District specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Provider. All such policies maintained by Provider shall provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to District. All commercial policies maintained by Provider will be written as primary policies, not contributing with and not supplemental to the coverage that District may carry. Certificates of insurance, together with originals of the endorsements that name District as an additional insured, extending coverage on a primary, non-contributory basis, shall be delivered to District prior to Provider's commencement of the Services and from time to time at least thirty (30) days prior to the expiration of the term of each such policy. The certificate(s) of insurance shall reference this Agreement by name, and the insured party named on the certificate(s) shall match the name of the Provider as identified in this Agreement. If an insurance policy is provided on a claims-made basis, then (i) the retroactive and continuity dates must begin before the Effective Date of this Service Agreement, (ii) Provider shall maintain the insurance for five (5) years after the completion of the Services under this Agreement, and (iii) if the coverage is cancelled or non-renewed and not replaced with another claims-made policy with a retroactive date prior to the Effective Date of this Agreement, Provider must purchase extended reporting coverage for a minimum of five (5) years after the completion of the Services under this Agreement. Certificates of insurance must be provided through the period of the extended reporting option, or a copy of the endorsement evidencing the purchase of the extended reporting option shall be provided. Provider shall not commence providing the Services under this Agreement until it has provided evidence satisfactory to District that Provider has secured all insurance required under this section. Neither District's failure to obtain a complying certificate of insurance or endorsement from Provider, nor District's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation provided by Provider, its insurance broker and/or insurer(s), shall be construed as a waiver of any of the insurance requirements of this **Section 9**; provided however, that District may, in its sole discretion and in limited circumstances, modify or waive certain of these insurance requirements pursuant to an insurance sufficiency review based on the nature and scope of the Services. Provider also shall require all of Provider's Subcontractors to procure and maintain the same insurance for the duration of the Agreement. In addition, Provider shall not allow any Subcontractor to commence work on any subcontract until the Subcontractor has provided evidence satisfactory to District that the Subcontractor has secured all insurance required under this section.

11. Indemnity.

- 11.1. Provider indemnifies and shall defend, with counsel chosen by District, and hold free and harmless District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or

injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to (i) any breach by Provider of its representations and warranties in this Agreement or (ii) any alleged acts, omissions or willful misconduct of Provider, Provider's Subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of the Services or this Agreement; including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, and notwithstanding any limits on Provider's insurance coverage or benefits. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding. Provider shall reimburse District and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. The indemnification obligations of this **Section 11.1** shall survive the expiration or termination of this Agreement.

- 11.2. District indemnifies and shall defend and hold free and harmless Provider, its board members or trustees, employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts or omissions of District and District's officers, employees, agents and representatives arising out of or in connection with the performance of this Agreement, including, without implied limitation, the payment of all consequential damages and reasonable attorneys' fees and other related costs and expenses. District shall pay and satisfy any judgment, award or decree that may be rendered against Provider or its governing board members or trustees, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding arising out of District's negligent acts, errors or omissions arising out of the performance of this Agreement. District shall reimburse Provider and its governing board members or trustees, employees, volunteers, attorneys, and agents, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. District's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Provider, its governing board members or trustees, employees, volunteers, attorneys and agents. The indemnification obligations of this **Section 11.2** shall survive the expiration or termination of this Agreement.



12. 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:

PROVIDER:

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

DISTRICT:

Pomona Unified School District  
Assistant Superintendent/  
Chief Business Officer  
800 S. Garey Avenue  
Pomona, CA 91766

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.

13. District's Right to Employ Other Providers. District reserves the right to employ other Providers in connection with the Services.
14. Conflicts of Interest. Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Notwithstanding any other provision contained herein, District shall have the right to immediately terminate this Agreement in the event it is determined by District's Designee or the Superintendent of the District that a real or apparent conflict of interest exists that cannot be resolved. Provider agrees to timely furnish to District, upon request, a valid copy of the most recently adopted partnership agreement or bylaws of the corporation and also a complete and accurate list of the members of Provider's governing board of directors, or trustees, or partners, as applicable, and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing Services hereunder, including, but not limited to, employment with District.
15. Termination.

15.1 Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of same. Additionally, either party may terminate this Agreement effective upon notice of same if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

- 15.2 This Agreement may be terminated by District for any reason by giving thirty (30) days' written notice to Provider. Additionally, this Agreement may be terminated by District effective upon written notice to Provider if the performance of the Services by Provider is rendered impossible or substantially impracticable, or is otherwise suspended, due to force majeure as set forth in **Section 21** of this Agreement.
- 15.3 Upon the effective date of termination of this Agreement: (i) Provider may immediately cease providing Services hereunder; (ii) any and all payment obligations of District for Services performed under this Agreement as of the date of termination will become due immediately, net thirty (30) days; and (iii) within thirty (30) days of such termination, Provider shall refund to District any advance deposits made by District and the pro-rata amount of any prepaid fees attributable to the unexpired period of the Agreement or that are otherwise for Services not yet performed.
16. Continued Funding. Provider understands and acknowledges that this Agreement may involve Services to be performed in different fiscal years. While it is the intent of District to utilize Provider continuously throughout the Term irrespective of fiscal years, Provider and District acknowledge that all Services in fiscal years subsequent (“**Subsequent Fiscal Year**”) to the fiscal year of Agreement execution are contingent upon availability of continued funding. If any portion(s) of District’s financial budget affecting the Subsequent Fiscal Year does not appropriate sufficient funds for the Services to be performed in such fiscal year and/or related programs, or if grant funds related to the Services and/or related programs are not available for any reason whatsoever, this Agreement shall be of no further force and effect. In this event, District shall have no liability to pay any funds to Provider under this Agreement for Services to be performed in the Subsequent Fiscal Year and Provider shall not be obligated to perform any Services in the Subsequent Fiscal Year. In such instances, particularly when partial funding remains available, District shall have the option to either terminate this Agreement with no liability occurring to District, or District may offer an amendment to this Agreement to reflect the reduced availability of funds.
17. Non-Discrimination. In the performance of the Services hereunder, Provider represents and warrants that Provider and Provider's Subcontractors, officers, employees, agents and representatives will not engage in discrimination on any basis or in any manner designated as unlawful under the following:
- (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance;
  - (ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance;

- (iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in any program or activity receiving federal financial funding;
  - (iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance; and
  - (v) All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.
18. Prevailing Wages. If the Services are being performed as part of an applicable “public works” or “maintenance” project, Provider shall keep fully informed of and in compliance with the requirements of California Labor Code Sections 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 certain “public works” and “maintenance” projects as defined by the Prevailing Wage Laws. If the Services are being performed as part of an applicable "public works" or “maintenance” project, and if the total compensation is One Thousand Dollars (\$1,000) or more, Provider shall fully comply with the Prevailing Wage Laws. The applicable prevailing rates of per diem wages may be obtained from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations. In the alternative, copies of the prevailing rates of per diem shall be on file at the District office. Provider shall make available to interested parties upon request copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Services, and shall post copies at the Provider's principal place of business and at the project site. Provider indemnifies and shall defend, with counsel chosen by District, and hold District, its Board members, superintendent, employees, volunteers, attorneys and agents free and harmless from any and all claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
19. Compliance with Laws. Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Provider shall be liable for all violations of such laws and regulations in connection with providing the Services. If Provider performs any work knowing it to be contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising therefrom. Provider shall defend, indemnify and hold free and harmless District, its Board members, superintendent, employees, volunteers, attorneys and agents, 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.
20. Licensing. Provider shall, during the Term of this Agreement, obtain and maintain all licenses, certifications, permits and approvals of whatever nature that are legally required to provide the Services. Provider shall obtain a business license from the community where Provider's independent consulting business is located.

21. Force Majeure. In the event that performance on the part of either party hereto is unavoidably delayed or suspended as a result of circumstances beyond said party's reasonable control (the effects of which could not be prevented, mitigated or overcome by said party through the exercise of reasonable care and foresight, including the expenditure of reasonable sums), not including changes in market conditions, and not as a result of the negligent or willful acts or omissions of said party, then neither of the parties shall incur any liability to the other party as a result of such delay or suspension. Circumstances deemed to be beyond the control of a party hereunder shall include, but not be limited to, natural phenomena (acts of God) such as fires, floods, earthquakes, or severe storms; acts of war; terrorist acts or other acts of public enemies; insurrection; civil disturbance; labor strikes; government action (including action of a government authority resulting in a moratorium on the activities relating to this Agreement); national, state or local emergency; and epidemics or quarantine restrictions. The party invoking force majeure shall give prompt notice to the other party.
22. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of laws. Venue for any lawsuit or claim arising out of or related to this Agreement shall be the County of Los Angeles. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services shall not be deemed "goods" within the definition of the Uniform Commercial Code.
23. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the party by any representative of the other party.
24. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement; provided that the Agreement so modified preserves the basic intent of the parties.
25. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall be void and of no force or effect.
26. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or

otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

27. Survival. Sections 7, 8, 9, 10, 11 and 19 hereof, as well as any provisions of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and continue in full force and effect after any termination or expiration of this Agreement.
28. 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.
29. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
30. Attorneys' Fees. In the event of any action or proceeding (including, without implied limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.
31. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
32. Assignment. Provider shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.
33. No Third-Party Benefit. It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties hereto and that no benefits, rights, duties, or obligations are intended or created by this Agreement as to third parties not a signatory hereto.
34. Public Record. Provider understands and acknowledges that under the California Public Records Act (CPRA), this Agreement is a public record subject to disclosure under the CPRA, and District shall have no obligation to provide written notification to Provider prior to disclosure thereof pursuant to a CPRA public records request or otherwise.
35. Authority. Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the persons who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

- 36. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 37. Education Code Section 17604. In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.
- 38. APPROVED SIGNATURE. THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE DISTRICT UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE NAMED BELOW.

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

TRI-CITY MENTAL HEALTH AUTHORITY  
 a joint powers agency organized under the  
 laws of the State of California

POMONA UNIFIED SCHOOL DISTRICT  
 a public agency of the State of California

\_\_\_\_\_  
 Diana Acosta  
 Interim Executive Director

\_\_\_\_\_  
 Sandra Garcia, Assistant Superintendent/  
 Chief Business Officer

Approved by Board: \_\_\_\_\_

Approved as to Form:

MUNDELL, ODLUM & HAWS, LLP  
 General Counsel

\_\_\_\_\_



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

**DATE:** November 20, 2024

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

**FROM:** Diana Acosta, Interim Executive Director

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

**SUBJECT:** Consideration of Resolution No. 762 Approving a Memorandum Of Agreement (MOA) with the San Gabriel Valley Council Of Governments (SGVCOG) for a Housing Solutions Fund Grant in the Amount of \$35,000.00; and Authorizing the Executive Director to Execute the MOA

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Summary:

Tri-City Mental Health Authority (TCMHA) will administer a program, The Housing Solutions Fund, on behalf of the cities of Pomona (project lead), Claremont, and La Verne (the Cohort) to strengthen the continuum of care for people experiencing homelessness within their sub-region of the San Gabriel Valley. TCMHA shall receive a maximum of \$35,000 for implementation of the Housing Solution Fund and the term of this agreement is from November 20, 2024 to June 30, 2025.

Background:

The San Gabriel Valley Council of Governments (SGVCOG) executed a contract with the County of Los Angeles (County) for Measure H funding allocated to cities and subregions as part of the Local Solutions Fund, for the purposes of providing homeless services in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley.

The Housing Solutions Fund is one of the projects funded by the Funding Agreement to address homelessness in the San Gabriel Valley by providing funds to eligible cities and services providers to provide financial assistance to or on behalf of individuals and families experiencing or at-risk of becoming homeless for the purpose of securing and/or retaining housing; and

Tri-City Mental Health Authority applied to the SGVCOG to administer Housing Solutions Funds for the purpose of assisting persons experiencing homelessness (PEH) or persons at-risk of homelessness within their community; and was approved by the SGVCOG to administer these funds.

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. 762 Approving a Memorandum Of Agreement (MOA) with  
the San Gabriel Valley Council Of Governments (SGVCOG) for a Housing Solutions Fund  
Grant in the Amount of \$35,000.00; and Authorizing the Executive Director to Execute the  
MOA**

**November 20, 2024**

**Page 2**

These funds are specifically for direct costs associated with housing, rehousing, or stabilizing clients, not to fund staffing costs for case management, problem solving, and housing navigation to support clients. The program is focused on providing additional financial resources to agencies that have the existing capacity and expertise to ensure that funds are used in the most efficient and effective way to support clients. Tri-City Community Navigators will be responsible for working with clients, providing case management, and making funding recommendations through the Housing Solutions Fund.

Fiscal Impact:

TCMHA shall receive a maximum of \$35,000 for implementation of the Housing Solution Fund. Funding shall be disbursed on a reimbursement basis.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 762 approving the Memorandum of Agreement (MOA) with the SGVCOG for a Housing Solutions Fund Grant in the amount of \$35,000.00, from November 20, 2024 through June 30, 2025, and authorizing Executive Director to execute the MOA.

Attachments:

*Attachment 5-A:* Resolution No. 762 - Draft

*Attachment 5-B:* Memorandum of Agreement with SGVCOG



## RESOLUTION NO. 762

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR A HOUSING SOLUTIONS FUND GRANT IN THE AMOUNT OF \$35,000.00; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE MOA

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) desires to be a subrecipient of the San Gabriel Valley Council of Governments (SGVCOG) Homeless Solutions Fund grant in the amount of \$35,000, to provide homeless services in support of the Los Angeles County’s Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley.

B. Pursuant to the terms and conditions as set forth in the Memorandum of Agreement (MOA), TCMHA will administer the Housing Solutions Funds to assist persons experiencing homelessness or persons at-risk of homelessness within the Cities of Pomona, Claremont, and La Verne, a sub-region of the San Gabriel Valley.

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

**2. Action**

The Governing Board approves the Memorandum of Agreement with the San Gabriel Council of Governments for a Homeless Solutions Fund grant in the amount of \$35,000, beginning on November 20, 2024 through June 30, 2025; and authorizes the Executive Director to execute the MOA.

[Continued on page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 20, 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

## **MEMORANDUM OF AGREEMENT**

### HOUSING SOLUTIONS FUND MEMORANDUM OF AGREEMENT BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY (TCMHA) AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

This Memorandum of Agreement (“MOA”) is by and between the Tri-City Mental Health Authority (Provider) and the San Gabriel Valley Council of Governments, a joint powers authority (SGVCOG), to be effective as of the date signed by both Parties. The Provider and the SGVCOG shall be referred to herein at times individually as “Party” and collectively as “Parties”.

#### **RECITALS:**

- A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley within the jurisdictions of its member cities and its unincorporated areas; and
- B. The SGVCOG executed a contract (Funding Agreement No. HI-23-003) with the County of Los Angeles (County) for Measure H funding allocated to cities and subregions as part of the Local Solutions Fund, for the purposes of providing homeless services in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley (the “Funding Agreement”); and
- C. The Housing Solutions Fund is one of the projects funded by the Funding Agreement to address homelessness in the San Gabriel Valley by providing funds to eligible cities and services providers to provide financial assistance to or on behalf of individuals and families experiencing or at-risk of becoming homeless for the purpose of securing and/or retaining housing; and
- D. The SGVCOG developed guidelines and application process for the Housing Solutions Fund through which eligible cities and service providers could submit an application to administer flexible funds through the Housing Solution Fund; and
- E. The Provider submitted an application to the SGVCOG to administer Housing Solutions Funds for the purpose of assisting persons experiencing homelessness (PEH) or persons at-risk of homelessness within their community; and
- F. The SGVCOG approved the application of the Provider to administer the Housing Solutions Fund; and
- G. The Provider and the SGVCOG desire to set forth the terms of their respective obligations in implementing the Program as describe in Exhibit A, attached hereto and incorporated herein by reference (the “Program”).

NOW, THEREFORE, the Parties agree to the following:

## **I. TERM:**

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through June 30, 2025, or through the date upon which all eligible expenditures have been reimbursed, whichever occurs first. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

## **II. COMPENSATION:**

The Initial Funding amount payable to the Provider under this Agreement is \$35,000. Should the Provider expend the entirety of the Initial Funding prior to the end of the MOA Term, the Provider can request additional funds, to be allocated by the SGVCOG, subject to funding availability and the SGVCOG's complete discretion, which is \$35,000. Prior to any release of funds above the Initial Funding amount, the Provider shall set forth in writing the purposes for which the additional funds will be used and such additional funds and the amount thereof must be approved in writing by the SGVCOG's Executive Director or her designees. Any costs incurred by the Provider in excess of the Initial Funding and prior to the date of the SGVCOG's Executive Director written approval of the release of additional funds, if any, shall not be eligible for funding under this MOA.

## **III. ELIGIBLE EXPENSES:**

Provider shall administer funds released under this MOA for only those costs and expenses that are eligible as set forth in the SGVCOG's FY 2024-25 Housing Solutions Fund Guidelines (the "Guidelines") which are incorporated herein by reference. Provider acknowledges that it has been provided with a copy of the Guidelines and has read and understood them as they apply to this MOA. A copy is also available on the SGVCOG's website at <https://www.sgvkog.org/homelessness>.

## **IV. RESPONSIBILITIES OF EACH OF THE PARTIES:**

### **A. SGVCOG**

1. Review submitted deliverables, reports, and invoices from the Provider and notify the Provider as to any additional such documents that are required.
2. Coordinate conference calls and/or meetings with the Provider as necessary.
3. Provide any updated point-of-contact described in Section VIII.A to serve as the SGVCOG's Project Manager with name, title, and contact information.
4. Respond to Provider requests in a timely manner.
5. Review Provider invoicing and reporting schedules and deadlines.
6. Provide payment within 30 days of approval of Provider's invoice.
7. Manage the Housing Solutions Fund and report to County on the implementation of the Housing Solutions Fund.

### **B. Provider**

1. Implement the Program in a manner consistent with the Provider's application and this MOA, including but not limited to, the Guidelines.

2. Designate, in writing and with contact information, an Implementer(s), who will be responsible for working with clients and making funding recommendations through the Housing Solutions Fund.
3. Notify the SGVCOG in writing prior to any changes to the designated Administrator and/or Implementer within the MOA term.
4. Submit timely deliverables, reports, and invoices, including spend down reports and appropriate backup documentation in a form reasonably satisfactory to the SGVCOG.
5. Respond to SGVCOG requests related to the Program in a timely manner.
6. Provide any updated point-of-contact described in Section VIII.B to serve as the Provider's Project Manager who will be responsible for Program and MOA oversight with name, title, and contact information.
7. Provider may incur eligible expenses up to \$500 without the SGVCOG's prior approval.
8. Prior to incurring eligible expenditures greater than \$500, Provider must submit a request form for such expenditures to the SGVCOG and receive SGVCOG's written approval.
9. Prior to expending the initial contract of \$35,000. Provider shall submit a written request to the SGVCOG Program Manager for approval of additional funds after the initial funds have been expended, pending funding availability.
10. Ensure that all funding is expended by May 31, 2025 and inform the SGVCOG as soon as practicable of delays in expending funds. The SGVCOG reserves the right to retain any funds that it deems will not be spent in accordance with this MOA by the end of the MOA Term.
11. Within 30 days of an invoice for same, reimburse the SGVCOG for expenditures that are determined to be ineligible expenses under this MOA. Amounts not reimbursed within this time frame shall accrue interest at the rate of 10% per annum or fraction thereof.

#### **V. INELIGIBLE EXPENSES:**

- A. Those expenses that are identified as ineligible in the Guidelines, including but not limited to Provider staff time.
- B. Activities not outlined in the Program.
- C. Costs otherwise budgeted and funded by another source.
- D. Costs not incurred during the term of the MOA, including work performed and costs incurred prior to the Effective Date.
- E. Ineligible costs identified in Section II above.
- F. Advocacy and lobbying.
- G. Grant preparation.
- H. Participation in SGVCOG and/or other regional meetings.

#### **VI. INVOICING:**

- A. Provider must submit invoices on a monthly basis, no later than the 15th day of the month, in accordance with the schedule in Exhibit B. Provider must provide all necessary documentation, including but not limited to invoices, and deliverables, as support for the invoice. The invoice must include all work completed/costs incurred during the month.

Provider's final invoice for any eligible expenses not previously invoiced in the last monthly invoice, shall be submitted within 15 days of the end of the MOA Term and if not submitted, reimbursement is within the SGVCOG's sole discretion.

- B. Provider must attach with their invoices and submit client report forms and required supportive documentation indicating outcomes during the month, consistent with the format identified in Exhibit C.
- C. Provider must ensure expenditures are eligible for reimbursement. Any ineligible expenditures will not be reimbursed by the SGVCOG.
- D. A 5% deduction per month deduction shall be made from any invoices not submitted within the above time frames for the first three months the invoices are late. Invoices submitted after that time shall be subject to a 10% per month deduction. Invoices not submitted within 30 days from the end of the MOA Term, shall not be paid.
- E. Any funds that are not expended by the end of the MOA term and invoiced within 30 days thereof, shall be retained by the SGVCOG for re-allocation to another program.

**VII. AMENDMENTS:**

- A. Except as specifically provided herein, any change in any of the terms and conditions of this MOA shall not have any force and effect unless a written amendment has been prepared and executed by the Parties.
- B. Notwithstanding the foregoing, changes in the Program that are consistent with the Guidelines and do not alter any funding amounts provided herein may be approved by the Parties' Project Managers in writing.

**VIII. PROJECT MANAGEMENT:**

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager to which any notices required under this MOA shall be sent:

Samantha Piedra  
Senior Management Analyst  
San Gabriel Valley Council of Governments  
1333 S. Mayflower Ave., Suite 360  
Monrovia, CA 91016  
spiedra@sgvcog.org

- B. For purposes of this MOA, the Tri-City Mental Health Authority (TCMHA) designates the following individual as its Project Manager to which any notices required under this MOA shall be sent:

Isela Moreno  
MHSA Program Supervisor, Community Navigator  
2008 N. Garey Ave.  
Pomona, CA 91767  
imoreno@tricitymhs.org

- C. Additional Parties' contacts and copies of notices to whom shall be sent include the following individuals:

Marisa Creter  
Executive Director  
San Gabriel Valley Council of Governments  
1333 S. Mayflower Ave, Suite 360  
Monrovia, CA 91016  
mcreter@sgvcog.org

- D. Either Party may change its Project Manager or contacts upon written notice to the other Party.

#### **IX. TERMINATION:**

- A. This MOA may be terminated by either Party at any time without cause. Termination will occur 30 days after written notice is issued by a Party to the other Party's Project Manager. The Provider shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination. The Provider shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that such termination is effective.
- B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Manager. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

#### **X. INDEMNITY:**

- A. Neither the SGVCOG, its member agencies, or their respective officers, employees, consultants or volunteers (the "SGVCOG Indemnitees"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Provider Indemnitees (as defined below) under or in connection with the performance of this MOA.
- B. Neither the Provider nor its respective officers, employees, consultants, or volunteers (the "Provider Indemnitees"), shall be responsible for any damage or liability occurring by

reason of anything done or committed to be done by the SGVCOG Indemnites under or in connection with the performance of this MOA

- C. The Provider shall indemnify, defend and hold the SGVCOG Indemnites harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from Provider's obligations under this MOA, unless caused by the negligence or willful misconduct of the SGVCOG Indemnites.
- D. The SGVCOG shall indemnify, defend and hold the Provider Indemnites harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG's obligations under of this MOA, unless caused by the negligence or willful misconduct of the Provider Indemnites.

#### **XI. OTHER TERMS AND CONDITIONS:**

- A. In performing this MOA, neither the Provider nor SGVCOG is a contractor, agent or employee of the other. Neither the Provider or SGVCOG shall represent themselves as contractors, agents or employees of the other Party and shall have no powers to bind the other Party in contract or otherwise.
- B. This MOA, along with the applicable funding requirements of the SGVCOG's agreement with the County, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- D. Neither Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Party, nor any assignment without consent shall be void and unenforceable.
- E. This Agreement shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.



- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.
- H. Provider acknowledges that SGVCOG is receiving funding from the Funding Agreement, which is attached hereto as Exhibit D and incorporated by this reference, and that Provider must abide by subsections X(k), X(n), and X(o) set forth therein. In addition, Provider shall comply with the following:
1. Compliance with the County Policy of Equity. SGVCOG acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). SGVCOG further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. SGVCOG, its employees, and Consultant shall acknowledge and certify receipt and understanding of the CPOE. Failure of the SGVCOG, its employees, or Consultant to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.
  2. Acknowledgment of County's Commitment to The Safely Surrendered Baby Law. Consultant shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

**[Signature page to follow]**

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties (the "Effective Date").

FOR TRI-CITY MENTAL HEALTH AUTHORITY (TCMHA)

By: \_\_\_\_\_  
Diana Acosta  
Interim Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven L. Flower  
Richards, Watson & Gershon  
General Counsel

FOR THE SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Marisa Creter  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David DeBerry  
General Counsel

## EXHIBIT A – Scope of Services

The Provider will administer the Housing Solutions Fund (HSF), including the following tasks:

<b>Intake and Assessment of Clients</b>	TCMHA uses flyers to advertise the Community Navigator program. Anyone can contact TCMHA via phone, walk-ins, and referral to request resources. Community Navigators complete intake of and screen clients in person or over the phone following established protocols and using the screening tool described above. During this intake session, Community Navigators share about the program and services, including client expectations regarding program participation. Community Navigators review intake and screening materials with the Program Supervisor for evaluation and decision of approval or denial.
<b>Case Management</b>	Each Community Navigator completes case management and relevant follow up services. Staff provides information, linkages, and referrals to different community resources, and engages in-person and over the phone weekly with clients.
<b>Requesting Client Funds</b>	Funds are only approved for individuals and/or families who reside in Pomona, Claremont, and La Verne. Individuals/families residing outside of these three cities are referred to appropriate agencies. Community Navigators complete an assessment of the client’s fund request using a screening tool. The responses are then reviewed by the program supervisor for approval or denial, and the decision is then relayed to clients. Data is tracked through records kept via an Excel spreadsheet. Client information is also tracked through staff inputs into the agency’s Welligent platform.
<b>Disbursing Client Funds</b>	Funds are disbursed by check. Staff follow the check requisition process through TCMHA's Finance and Accounting department that reviews and approves the request in addition to that of the program supervisor. Community Navigators pick up the check and deliver it to the landlord (unless it is required to be mailed out). If funds are for items such as furniture, an invoice is submitted, a check is cut, and the Community Navigator delivers it to the corresponding company. The turnaround time for payment is one week with submission of proper paperwork.

<b>Submitting Invoices &amp; Reports</b>	TCMHA staff will engage in cross-departmental collaboration for project invoicing and reporting. Finance and Accounting department staff will submit invoices, and Community Navigator Program Supervisor will compile and report data to the SGVCOG.
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The **Program Administrator** will be responsible for program oversight and ensuring that funds are expended consistently with the Housing Solutions Fund funding guidelines, as well as completing and submitting monthly invoices and quarterly reports to the SGVCOG for review and approval. The Program Administrator is defined in the Memorandum of Agreement (MOA).

The **Designated Implementer(s)** will be responsible for working with clients, providing case management and making funding recommendations through the Housing Solutions Fund. The Designated Implementer is defined in the Memorandum of Agreement (MOA).

The Housing Solutions Fund will be operated with a racial equity lens, and per HSF Guidelines, the Provider will collect and report on program participants demographic data. Collecting such data will help the Provider to better understand and address disparities and/or gaps in services among demographics in the community and make necessary changes to services to reflect an inclusive approach to accessing services.

All program participants will work with the Designated Implementor to develop a Housing Stability Plan (“Plan”) that will include problem solving interventions to determine the necessary resources and identify the appropriate housing options that are financially feasible for the program participant.

**Task 1 – Client Services**

Funding will be available to provide direct services to clients in categories as defined in Exhibit C.

**Deliverables**

*Housing Solutions Fund Expenditure Request*

- Must be completed by the Designated Implementer in order to receive pre-approval for any expenditure greater than \$500 to assist program participants either experiencing or at-risk of homelessness

*Monthly Client Report Form that includes the following, in a format provided by the SGVCOG:*

- Program Enrollment
- Client Demographics
- Client Assessment
- Financial Assistance Provided
- Client Follow Up

*Final report that includes the following, in a report provided by the SGVCOG:*

- A narrative on the successes and challenges of the HSF, demographics of all clients served, outcomes after intervention, and cumulative total of performance metrics, in the format provided by the SGVCOG

## **EXHIBIT B**

### **Table 1. Budget**

The Provider shall receive an initial allocation of \$35,000 for implementation of the HSF. Funding shall be disbursed on a reimbursement basis. Invoices, client report forms, and other supportive documentation must be on the 15<sup>th</sup> of each month.

Funding must be expended by May 30, 2025 with the final report due on June 30, 2025.

## EXHIBIT C

**Table 1. Eligible Expenditures and Expenditure Limits**

The following table lists the eligible expenditures and expenditure limits per program along with ineligible program expenditures.

<b><u>Program 1: Housing/Rehousing</u></b>	
<b><u>Expenditure</u></b>	<b><u>Limits</u></b>
Documentation (e.g. drivers license, social security card, birth certificate)	Subject to pre-approval requirements
Transportation	Subject to pre-approval requirements
Security Deposit	<ul style="list-style-type: none"> <li>• Up to 2 months rent, based on <a href="#">Small Area Fair Market Rent (FMR)</a> (by Zip Code)</li> <li>• Client must have housing voucher or documented ability to pay rent</li> </ul>
First Month's Rent	<ul style="list-style-type: none"> <li>• Up to HUD's <a href="#">Small Area Fair Market Rent (FMR)</a> (by Zip Code)</li> <li>• Client must have housing voucher or have documented ability to pay rent (e.g. pay stubs)</li> </ul>
Furniture	Up to \$1000 for individuals/\$1800 for families, subject to pre-approval requirements
Motel/Hotel Vouchers	<ul style="list-style-type: none"> <li>• No more than 3 nights</li> <li>• Up to \$129 per night. <u>Should a night stay be rated higher than the allowable threshold (e.g. holiday weekend), the SGVCOG will evaluate the request for funds on a case-by-case basis and determine its approval.</u></li> <li>• Must provide written documentation that it was the best rate available</li> <li>• Motel/hotel voucher must serve as temporary housing option before moving into a secured permanent housing option (e.g. family reunification; interim housing setting; permanent housing)</li> </ul>
Misc. Expenditures	Any expenditures that <b><u>support a client's move into permanent housing</u></b> , subject to pre-approval requirements

<b><u>Program 2: Prevention</u></b>	
Documentation (e.g. drivers license, social security card, birth certificate)	Subject to pre-approval requirements
Transportation	<ul style="list-style-type: none"> <li>• Subject to pre-approval requirements</li> <li>• Should ensure that client is signed-up for all relevant assistance programs</li> </ul>
Security Deposit	<ul style="list-style-type: none"> <li>• Up to 2 months rent, based on <a href="#">Small Area Fair Market Rent (FMR)</a> (by Zip Code)</li> <li>• Client must have housing voucher or documented ability to pay rent</li> </ul>
Rental Assistance	<ul style="list-style-type: none"> <li>• Up to HUD's <a href="#">Small Area Fair Market Rent (FMR)</a> (by Zip Code)</li> <li>• Client must have housing voucher or have documented ability to pay rent</li> </ul>
Rental Arrears	<ul style="list-style-type: none"> <li>• Must be necessary to prevent loss of housing</li> <li>• Maximum of 1 month rental arrears, up to HUD's <a href="#">Small Area Fair Market Rent (FMR)</a> (by Zip Code)</li> </ul>
Host Household Assistance	<ul style="list-style-type: none"> <li>• Must be for costs associated with the client staying at the home (e.g. food) and service provider</li> <li>• Maximum assistance for 30 day stay: \$200 for individual; \$450 for family with children</li> <li>• Maximum assistance for 60-day stay: \$400 for individual; \$900 for family with children</li> </ul>
Other Expenditures	Any expenditures that ensure that a client will not lose housing, subject to pre-approval requirements. <b><u>The Implementer must demonstrate the direct linkage as to how the expenditure would prevent homelessness.</u></b>

### **Ineligible Expenditures**

- Food;
- Alcohol;
- Staff Time;
- Utilities (*Utility companies have existing programs designed to help residents avoid utility shut-off. Implementer should instead direct the client to those programs*);
- Expenditures that have not been pre approved through the designated process;
- Expenditures that exceed the limits listed above; or
- Reimbursements for Provider programs (e.g. recreation classes; transportation programs)



**EXHIBIT D**

**FUNDING AGREEMENT**

**BETWEEN COUNTY OF LOS ANGELES AND**

**THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**FOR HOMELESS SERVICES**

**CONTRACT NUMBER: HI-23-003**

This Agreement ("Contract" or "Agreement") is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County" and the San Gabriel Valley Council of Governments, hereinafter referred to as "SGVCOG" or "Local Jurisdiction" for the provision and coordination of homeless services.

**RECITALS:**

WHEREAS, pursuant to Government Code section 26227, the Los Angeles County Board of Supervisors (Board) may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County; and

WHEREAS, on May 3, 2022, the Board approved a motion to implement the New Framework to End Homelessness in Los Angeles County, which focuses on three key partners – (1) Rehousing System, (2) Mainstream County Government Systems, and (3) Partnerships with Cities, and five categories of actions for each partner: Coordinate, Prevent, Connect, House, and Stabilize; and

WHEREAS, as part of the New Framework to End Homelessness motion, the Board directed the County Chief Executive Officer to increase co-investment opportunities for cities and Councils of Governments and enlist city engagement in expanding the supply of interim and permanent housing; and

WHEREAS, on May 17, 2022, the Board delegated authority to the Chief Executive Officer, or her designee, to enter into and/or amend multi-year service contracts, memoranda of understanding, or funding agreements with local jurisdictions administering homeless services programs with Board approved funding provided that: (a) agreements and/or amendments do not exceed available Board approved funding; and (b) County Counsel approves as to form of the amendment prior to any such amendments; and

WHEREAS, the Local Jurisdiction will provide and coordinate homeless programs and services in conjunction with the County to prevent and combat homelessness; and

WHEREAS, the Local Jurisdiction warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement, and consistent with the professional standard of care for these services; and

WHEREAS, the Board adopts recommendations for the budget of Measure H annually to be used to support programs that are aligned with the County's New Framework to End Homelessness; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**I. APPROVED FUNDING**

- a. The County hereby allocates to the Local Jurisdiction an amount not to exceed the total amount listed on Exhibit B, Pricing Schedule, for the Agreement Term as set forth in Section II, below, to support the Local Jurisdiction's provision and coordination of homeless services ("Services"), as described in this Agreement and Exhibit A, Statement of Work, and Exhibit B, Pricing Schedule, which are attached and incorporated herein by reference.
- b. In each fiscal year of this Agreement Term, the total of all amounts actually expended by County hereunder ("maximum annual allocation") may not exceed the amount allocated by the Board in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Agreement is the Maximum Agreement Sum.
- c. Local Jurisdiction shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Local Jurisdiction after the expiration or other termination of this Agreement. Should Local Jurisdiction receive any such payment, it must immediately notify the County and must repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement will not constitute a waiver of the County's right to recover such payment from Local Jurisdiction.
- d. In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Local Jurisdiction under this Agreement will also be reduced correspondingly. The County's notice to the Local Jurisdiction regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Local Jurisdiction must continue to provide all of the services set forth in this Agreement.

**II. AGREEMENT TERM**

- a. The term of this Agreement shall commence upon execution by the County and shall expire on June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

### **III. HOMELESS SERVICES**

- a. Homelessness is a regional crisis and one of the top priorities of the County is to continue strengthening the collaboration between the County and the cities and councils of governments within the County to prevent and combat homelessness.
- b. County Measure H funds shall be used to support programs that are aligned with the County's New Framework to End Homelessness, with the goal to better serve the persistently underserved, as well as all people experiencing homelessness, and increasing permanent housing exits, within the five pillars – Coordinate, Prevent, Connect, House, and Stabilize.

### **IV. INVOICING AND PAYMENT**

- a. The Local Jurisdiction must invoice the County only for the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and elsewhere hereunder. The Local Jurisdiction's payments will be as provided in Exhibit B, Pricing Schedule, and the Local Jurisdiction will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. In the event that the Local Jurisdiction is provided advance funds by County, the County must approve the advance funds in writing and such funds must be reflected as itemized costs on the Pricing Schedule. If the County does not approve work in writing, no payment for any services or advancement will be due to the Local Jurisdiction, including for work rendered.
- b. The Local Jurisdiction's invoices must contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Local Jurisdiction must prepare invoices, which will include the charges owed to the Local Jurisdiction by the County under the terms of this Agreement and in accordance with Exhibit B, Pricing Schedule.
- c. The Local Jurisdiction must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. All invoices under this Agreement must be submitted to the County's Project Manager. If County does not receive the invoices timely, then at the County's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the Local Jurisdiction, for which Local Jurisdiction has no claim whatsoever against County.
- d. All invoices submitted by the Local Jurisdiction for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event

will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**V. ADMINISTRATION AND REPORTING**

- a. The Local Jurisdiction shall complete: (1) Quarterly Reports; (2) Co-Investment Report; and (3) Final Program Outcomes Report in the format described and specified in Exhibit C, Reporting Requirements.
- b. The Quarterly Reports and Final Program Outcomes Report shall include information and a narrative account of Service outcomes and accomplishments in accordance with Exhibit A, Statement of Work, and a description of Local Jurisdiction’s progress made towards achieving the goals as set forth in Exhibit A, Statement of Work, if applicable.
- c. All completed Reports described above shall be submitted timely to the County’s Project Manager.

**VI. INDEMNITY, INSURANCE, AND RECORDS RETENTION**

- a. Indemnity
  - i. The Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Local Jurisdiction activities, operations or services relating to the Services, including any workers’ compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of the Local Jurisdiction by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees
  - ii. Any legal defense pursuant to Local Jurisdiction’s indemnification obligations under this Section will be conducted by Local Jurisdiction and performed by counsel selected by Local Jurisdiction and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Local Jurisdiction fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Local Jurisdiction for all such costs and expenses incurred by County in doing so. Local Jurisdiction will not have the right to enter into any settlement, agree to any injunction, or

make any admission, in each case, on behalf of County without County's prior written approval.

b. Insurance

- i. Without limiting the Local Jurisdiction's indemnification of County, the Local Jurisdiction shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance, or self-insurance coverage with adequate reserves, covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County's Project Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured.
- ii. Commercial General and Auto Liability: With limits of not less than \$1 million per occurrence.
- iii. Workers' Compensation: A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Local Jurisdiction and all risks to such persons under this Agreement, and including Employer's Liability coverage with a \$1 million per limit.
- iv. Crime Insurance: If, under the terms of this Agreement, Local Jurisdiction shall be required to pick-up, carry, guard, and/or handle large amounts of cash or other highly valued items on behalf of the County; or has the use of or access to County computer systems which transfer funds or record payables, the Local Jurisdiction shall provide this coverage. A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:
  1. Dishonesty or fraudulent acts of officers, directors, or employees of Local Jurisdiction, or
  2. Disappearance, destruction or wrongful abstraction inside or outside the premises or Local Jurisdiction, while in the care, custody or control of the Local Jurisdiction, or

3. Sustained through forgery or direction to pay a certain sum in money.
- v. Property Coverage: If, under the terms of this Agreement, Local Jurisdiction shall have possession of rented or leased or be loaned any County-owned real or personal property, Local Jurisdiction shall provide:
  1. For real property: insurance providing special form ("all risk") coverage for the full replacement value.
  2. For personal property: insurance providing special form ("all risk") coverage for the actual cash value.
- c. Records Retention and Inspection:

Within ten (10) days of the County Chief Executive Officer's or his/her designee's written request, the Local Jurisdiction shall allow the County access to financial and program records during regular business hours at any place Local Jurisdiction keeps those records.

## **VII. FINANCIAL RECORDS AND AUDITING**

- a. The Local Jurisdiction agrees to maintain accurate and complete financial accounts, documents, and records relating to this Agreement in accordance with general accepted accounting principles. The Local Jurisdiction must maintain accurate and complete employment and other records relating to its performance of this Agreement. Local Jurisdiction shall make financial records, employment records, and other records relating to its performance of this Agreement available to the County for auditing at reasonable times. The Local Jurisdiction agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Local Jurisdiction and will be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.
- b. At any time during the term of this Agreement or at any time within five (5) years of the expiration or other termination of this Agreement, authorized representatives of the County may conduct an audit of the Local Jurisdiction's records for the purpose of verifying appropriateness and validity of expenditures under the terms of this Agreement.
- c. The Local Jurisdiction, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide

the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

- d. It is understood and agreed that any funds paid to the Local Jurisdiction hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to the Local Jurisdiction hereunder have been used for purposes other than those authorized by this Agreement, the Local Jurisdiction is required to immediately refund any such improperly used funds to the County.

#### **VIII. CONFLICT OF INTEREST**

- a. The Local Jurisdiction covenants that neither the Local Jurisdiction nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.
- b. The Local Jurisdiction, its agents, officers, employees, and subcontractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

#### **IX. AUTHORITY**

Local Jurisdiction warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Services, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Local Jurisdiction's governing body, and directing and designating the authorized representative(s) of the Local Jurisdiction to act in connection with the Services specified and to provide such additional information as may be required by the County.

#### **X. STANDARD TERMS AND CONDITIONS**

- a. Amendments and Change Notices
  - i. For any change which affects any term or condition in this Agreement, including exhibits included in this Agreement, an amendment will be prepared by the County and then executed by the Local Jurisdiction and by an authorized designee of the County.
  - ii. Except as otherwise provided herein, any amendment(s) to this Agreement shall be by mutual consent of the County and the Local Jurisdiction and shall be executed by Local Jurisdiction and by an authorized designee of the County.

- iii. Except as otherwise provided herein, for any change which does not materially affect tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, or any other term or condition included in this Agreement, a Change Notice shall be prepared and executed by mutual consent of the County and the Local Jurisdiction and shall be executed by an authorized designee of the County, if applicable.

b. Independent Contractor

- i. This Agreement is by and between the County and the Local Jurisdiction and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Local Jurisdiction. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- ii. The Local Jurisdiction shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Local Jurisdiction.

c. Assignments and Subcontracts

- i. The Local Jurisdiction shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County's consent shall require a written amendment to this Agreement, which is formally approved and executed by the Local Jurisdiction and the County.
- ii. Any assumption, assignment, delegation, or takeover of any of the Local Jurisdiction's duties, responsibilities, obligations, or performance of same by any entity other than the Local Jurisdiction, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason requires the County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.

d. Local Jurisdiction's Compliance with County's Defaulted Property Tax Reduction Program

The Local Jurisdiction acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County



through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Local Jurisdiction qualifies for an exemption or exclusion, the Local Jurisdiction warrants and certifies that, to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

e. OSHA/CAL-OSHA Compliance

The Local Jurisdiction shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 661, et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

f. Fair Labor

The Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the Local Jurisdiction's employees for which the County may be found jointly or solely liable.

g. Force Majeure

- i. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). The Parties agree COVID-19 is not a force majeure event.
- ii. Notwithstanding the foregoing, a default by a contractor or subcontractor of Local Jurisdiction shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Local Jurisdiction and such subcontractor, and without any fault or negligence of either of them. In such case, Local Jurisdiction shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Local Jurisdiction to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

iii. In the event Local Jurisdiction's failure to perform arises out of a force majeure event, Local Jurisdiction agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

h. Nondiscrimination

The Local Jurisdiction shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in providing any Services under this Agreement.

i. County Lobbyist

The Local Jurisdiction and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Local Jurisdiction, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Local Jurisdiction or any County lobbyist or County lobbying firm retained by the Local Jurisdiction to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

j. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Local Jurisdiction agrees to use recycled-content paper to the maximum extent possible on the Services.

k. Notice to Employees Regarding the Federal Earned Income Credit

The Local Jurisdiction shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

l. Consideration of Gain/Grow Program Participants for Employment

Should the Local Jurisdiction require additional or replacement personnel after the effective date of this Agreement, the Local Jurisdiction shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Local Jurisdiction's minimum qualifications for the open position. For this purpose, consideration shall mean that the Local Jurisdiction will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the

Local Jurisdiction. The Local Jurisdiction shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) to obtain a list of qualified GAIN/GROW job candidates.

m. The Local Jurisdiction's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased the Charitable Purposes Act requirements. The County seeks to ensure that all County contractors that receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach, subjecting it to either termination of this Agreement or debarment proceedings or both.

n. Compliance with the County Policy of Equity

The Local Jurisdiction acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Local Jurisdiction further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Local Jurisdiction, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Local Jurisdiction, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

o. Local Jurisdiction's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

The Local Jurisdiction shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

p. Compliance with the County's Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Local Jurisdiction's violation of this paragraph of the Agreement may constitute a material breach of

the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Local Jurisdiction from the award of future County contracts for a period of time consistent with the seriousness of the breach.

q. Compliance with County's Zero Tolerance Policy on Human Trafficking

Local Jurisdiction acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Local Jurisdiction or member of Local Jurisdiction's staff is convicted of a human trafficking offense, the County will require that the Local Jurisdiction or member of Local Jurisdiction's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Local Jurisdiction's staff pursuant to this paragraph will not relieve Local Jurisdiction of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

r. Debarment

- i. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- ii. The Local Jurisdiction is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Local Jurisdiction is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.
- iii. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

s. Confidentiality

Local Jurisdiction must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

t. Public Records Act

Any documents submitted by the Local Jurisdiction to the County become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records.

u. Background Check

- i. Each of Local Jurisdiction's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Local Jurisdiction, regardless of whether the member of Local Jurisdiction's staff passes or fails the background investigation.
- ii. If a member of Local Jurisdiction's staff does not pass the background investigation, County may request that the member of Local Jurisdiction's staff be removed immediately from performing services under the Agreement. Local Jurisdiction must comply with County's request at any time during the term of the Agreement. County will not provide to Local Jurisdiction or to Local Jurisdiction's staff any information obtained through the County's background investigation.
- iii. County, in its sole discretion, may immediately deny or terminate facility access to any member of Local Jurisdiction's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- iv. Disqualification of any member of Local Jurisdiction's staff pursuant to this Section will not relieve Local Jurisdiction of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

v. Approval of Local Jurisdiction's Staff

County has the absolute right to approve or disapprove all of the Local Jurisdiction's staff performing work hereunder and any proposed changes in the Local Jurisdiction's staff, including, but not limited to, the Local Jurisdiction's Project/Program Manager(s).

w. Suspension and Terminations

- i. The Local Jurisdiction agrees to suspend Services effective immediately upon written notice of suspension from the County's Project Manager. The County may terminate this Agreement immediately by written notice to the Local Jurisdiction upon Local Jurisdiction's failure to comply with the provisions of this Agreement. It is also understood and agreed that should the County determine that Local Jurisdiction's failure to perform relates to only part of the Services, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement.
- ii. If this Agreement is terminated for any reason, the Local Jurisdiction shall within five (5) days of receipt of notice of termination from County, notify all other parties who are subcontractors of the Local Jurisdiction of such termination.
  1. *Termination for Default:* This Agreement may be terminated immediately in whole or in part by the County by providing to the Local Jurisdiction a written Notice of Default if 1) the Local Jurisdiction has materially breached this Agreement, 2) the Local Jurisdiction fails to satisfactorily perform the work or progress toward achieving the objectives of the Services within the time specified in this Agreement or any extensions approved by the County, 3) the Local Jurisdiction fails to perform any other covenant or conditions of this Agreement, or 4) Local Jurisdiction fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure. In its sole discretion, the County may include in the Notice of Default a period of time for the Local Jurisdiction to cure the Default(s).
  2. *Termination for Convenience:* This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Services or otherwise shall be effected by notice of termination to the Local Jurisdiction specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective. The date upon which such

termination becomes effective shall be specified in the termination notice. After receipt of a notice of termination and except as otherwise directed by the County, the Local Jurisdiction shall stop work under this Agreement and to the extent specified in the notice and complete performance of such part of the work as would not have been terminated by such notice.

3. *Termination for Improper Consideration:* The County may, by written notice to the Local Jurisdiction, immediately suspend or terminate the right of the Local Jurisdiction to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Local Jurisdiction, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to the Local Jurisdiction's performance pursuant to this Agreement. In the event of such termination or suspension, the County shall be entitled to pursue those same remedies against the Local Jurisdiction as it could pursue in the event of default by the Local Jurisdiction. The Local Jurisdiction shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.
4. *Termination/Suspension for Nonadherence to County Lobbyists Ordinance:* The Local Jurisdiction, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Local Jurisdiction, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Local Jurisdiction or any County Lobbyists or County Lobbying firm retained by the Local Jurisdiction to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately suspend or terminate for default this Agreement.
5. *Termination for Breach of Warranty of Compliance with the County's Defaulted Property Tax Reduction Program:* The Local Jurisdiction acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order

to mitigate the economic burden otherwise imposed upon County taxpayers. Unless the Local Jurisdiction qualifies for an exemption or exclusion, the Local Jurisdiction warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206. Failure of the Local Jurisdiction to maintain compliance with these requirements shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of the Local Jurisdiction to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of the Local Jurisdiction, pursuant to County Code Chapter 2.206.

6. *Local Jurisdiction's Acknowledgment of County's Commitment to Child Support Enforcement/Termination for Failure to Comply:* The Local Jurisdiction acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The County understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Local Jurisdiction's place of business. The County will supply the Local Jurisdiction with the poster to be used. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Local Jurisdiction's duty under this Agreement to comply with all applicable provisions of law, the Local Jurisdiction warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Failure of the Local Jurisdiction to maintain compliance with the County's Child Support Compliance Program shall constitute a default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Local Jurisdiction to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Agreement.

x. Survival of Termination



Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including but not limited to the following Sections of this Agreement: I(c), IV, VI(a), VI(c), VII, X(f), X(s), and XIV.

**XI. NOTICES, REPORTS, INVOICES, AND APPROVALS**

a. All notices, reports, invoices, and approvals shall be directed to and made by the following representatives of the parties:

i. To the County Project Manager:

Name: Onnie Williams III  
Email: [owilliams@ceo.lacounty.gov](mailto:owilliams@ceo.lacounty.gov)  
and copy  
[hiadmin@ceo.lacounty.gov](mailto:hiadmin@ceo.lacounty.gov);  
[HomelessInitiativeCities@lacounty.gov](mailto:HomelessInitiativeCities@lacounty.gov)

Chief Executive Office - Homeless Initiative  
Kenneth Hahn Hall of Administration, Room 493  
500 West Temple Street  
Los Angeles, CA 90012

ii. To the Local Jurisdiction:

Name: Caitlin Sims, Manager of Local Programs  
Email: [csims@sgvcog.org](mailto:csims@sgvcog.org)

Name: Marisa Creter, Executive Director  
Email: [mcreter@sgvcog.org](mailto:mcreter@sgvcog.org)

San Gabriel Valley Council of Governments  
1333 S. Mayflower Ave., Suite 360  
Monrovia, CA 91016

b. The Local Jurisdiction shall notify the County in writing within five (5) business days of any change in the names or email address above.

**XII. SEVERABILITY**

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

**XIII. COMPLIANCE WITH LAW**

The Local Jurisdiction shall comply with all applicable Federal, State, and County law, regulations and policies in connection with its activities pursuant to this Agreement.

**XIV. GOVERNING LAWS, JURISDICTION AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the Local Jurisdiction and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

**XV. RIGHTS AND REMEDIES NOT EXCLUSIVE**

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.


**IN WITNESS WHEREOF**, the SGVCOG has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

COUNTY OF LOS ANGELES

By  Date 8/23/2023  
FESIA A. DAVENPORT  
Chief Executive Officer

APPROVED AS TO FORM FOR THE COUNTY:

DAWYN R. HARRISON  
County Counsel

By   
David Beaudet  
Senior Deputy County Counsel

SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS

By Marisa Creter  
Print Name Marisa Creter  
Title Executive Director

**STATEMENT OF WORK  
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
LOCAL SOLUTIONS FUND (LSF)**

**I. Overview**

Homelessness is a regional crisis. As such, one of the top priorities of the Chief Executive Office's Homeless Initiative (CEO-HI) is to continue strengthening the collaboration between the County and diverse stakeholders, including the 88 cities in Los Angeles County. Since cities have jurisdiction over planning/land use activities and have the insight to support locally specific solutions, cities play a unique role in our countywide efforts to prevent and combat homelessness. The Councils of Governments (COGs) have a unique and important role in facilitating a regional approach with their member cities to address homelessness.

The SGVCOG is a joint powers authority created by the member cities of Alhambra, Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Canada-Flintridge, La Puente, La Verne, Monrovia, Montebello, Monterey Park, Pasadena, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, and West Covina (located in Supervisorial Districts 1 and 5), as well Supervisorial Districts 1 and 5 and the three San Gabriel Valley municipal water districts.

In aiming to increase participation of cities in County's New Framework to End Homelessness, the emphasis of the strategies is to create opportunities for co-investment that lead to an increase in cities' ability to respond at a local level to community members' greatest concerns in alignment with the New Framework, while leveraging cities' unique capabilities to increase access to housing.

**Information on the required deliverables for the Local Solutions Funds (LSF).** COGs should use LSF to support cities to implement activities that align with the County's New Framework to End Homelessness. The New Framework to End Homelessness outlines the following strategies for cities and COGs.

<b>New Framework to End Homelessness Strategies</b>		
<b>1</b>	<b>Coordinate</b>	Regional and Local Annual Planning
<b>2</b>	<b>Prevent</b>	Infuse Problem Solving into Local Services
<b>3</b>	<b>Connect</b>	Outreach and Navigation Linked to Local Rehousing Services
<b>4</b>	<b>House</b>	Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing
		Locally Sited Time Limited Subsidies (TLS)

## EXHIBIT A

<b>5</b>	<b>Stabilize</b>	Local Eviction and Prevention Prioritized and Linked to Formerly Homeless Residents
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## II. Objective

The SGVCOG will use this funding to manage the tasks described below, including coordinating with Cities to participate in interjurisdictional activities and advancing regional solutions and approaches that align with the New Framework to End Homelessness.

## III. Tasks

### Task 1: Regional Homelessness Coordination

#### Task 1A: Regional Homelessness Coordination

**Task 1A Description:** The SGVCOG will support the region's regional response to homelessness by supporting member cities' projects, providing program data and information on best practices, maintaining a homeless programs resource guide, and helping to encourage community support. Specifically, the SGVCOG will conduct monthly Homelessness Working Group Meetings with member cities and Homelessness Committee meetings to report on regional programs, share best practices, and create a space for information-sharing to support a regional response to homelessness. The COG will maintain a homeless programs resource guide, focused on synthesizing the programs offered by the SGVCOG, the County and Los Angeles Homeless Services Authority, and release quarterly reports providing metrics on the SGVCOG's programs. The SGVCOG will provide ongoing technical assistance and support to cities in implementing projects, including providing guidance to cities in implementing projects, pursuing funding, and help cities to identify and pursue funding opportunities. The SGVCOG will also focus on building support within the communities through the continuation of the Village 143 program. This community-facing program works with service providers to identify their needs and then hosts quarterly community donation drives to provide residents with another outlet to get involved in the fight to end homelessness. Previous drives have collected items for cold weather kits, hygiene kits, period packs for women experiencing homelessness, holiday gifts, books, and towels for residents living at the San Gabriel Valley Regional Housing Trust's (SGVRHT) three interim housing sites. All of these efforts will integrate a racial equity lens by providing best practices and support as necessary on how to collect data and integrate practices to help evaluate and integrate any racial disparity into projects and programs.

#### Alignment with New Framework to End Homelessness (Check all that apply)

- Coordinate-** Regional and Local Annual Planning
- Prevent-** Infuse Problem Solving into Local Services
- Connect-** Outreach and Navigation linked to Local Rehousing Services
- House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents

## EXHIBIT A

**☒ Supporting Activities-** *(Please list supporting activities that apply below)* Supporting Activities: Training & Capacity Building, Data Sharing & Tracking, Regional Planning, Training & Capacity Building, Advocacy, Implementation Coordination

Regional Planning, Data Sharing & Tracking, Training & Capacity, Advocacy, Implementation Coordination

	<b>Key Performance Indicators/Metrics</b>	<b>Targets (Anticipated Impact)</b>	<b>Timeline</b>
<b>1A.i.</b>	Conduct Homelessness Working Group meetings for member cities	1 meeting	Monthly
<b>1A.ii.</b>	Conduct Homelessness Committee meetings for member cities	1 meeting	Monthly
<b>1A.iii.</b>	Update COGs homeless programs resource guide	1 update	Semi-Annually
<b>1A.iv.</b>	Release public-facing quarterly reports providing data and metrics on the SGVCOG's programs.	1 report	Quarterly
<b>1A.v.</b>	Provide technical assistance and support in implementation and funding identification to support implementation of city/cohort-specific projects	1 city/cohort	Quarterly and as needed
<b>1A.vi.</b>	Implement Village 143 Program, guiding donation campaigns to collect donations from community members to support San Gabriel Valley service providers and build community support for programs for persons experiencing homelessness.	1 campaign	Quarterly
<b>1A.vii.</b>	Host Mental Health Ad Hoc Committee, made up of representatives from the SGVCOG Governing Board, to educate and discuss recommendations to support improvements to the mental health system in Los Angeles County	1 meeting	Monthly through December 2023
<b>1A.viii.</b>	Host monthly Housing Linkages Working Group with participating cities to discuss implementation of programs aimed at increasing client connections to permanent housing	1 meeting	Monthly through December 2023

**Task 2: Local Homeless Services and Housing Programs**

**Task 2A: Flexible Funds**

**Task 2A Description:** Flexible funds will be utilized for prevention and bridge strategies to support people experiencing homelessness, or at-risk of becoming homeless. The program will provide financial assistance to or on behalf of individuals and families who are homeless or at risk of becoming homeless to secure and retain housing. Assistance may include, but not be limited to, transportation, public storage, family reunification, crisis and emergency housing, move-in and utility assistance, landlord incentives, car repair and other auto related expenses, and minor medical fees/supplies. SGVCOG will maintain records to track the utilization of funds by category. This program will be operated with a racial equity lens by collecting demographic data on clients served to better understand and try to address any disparities in services based on demographics and make any necessary changes to services.

**Alignment with New Framework to End Homelessness (Check all that apply)**

- Coordinate-** Regional and Local Annual Planning
- Prevent-** Infuse Problem Solving into Local Services
- Connect-** Outreach and Navigation linked to Local Rehousing Services
- House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents
- Supporting Activities-** *(Please list supporting activities that apply below)* [Supporting Activities: Regional Planning, Data Sharing & Tracking, Training & Capacity Building, Advocacy, Implementation Coordination, Lived Experience, Quality Improvement, Research & Evaluation, Practice to Advance Equity]

Regional Planning, Data Sharing & Tracking, Implementation Coordination, Lived Experience, Research & Evaluation, Practices to Advance Equity

	<b>Key Performance Indicators/Metrics</b>	<b>Targets (Anticipated Impact)</b>	<b>Timeline</b>
<b>2A.i.</b>	Provide flexible funds for people experiencing homelessness and those at-risk of homelessness to assist them in securing and retaining housing, including but not limited to the following: <ul style="list-style-type: none"> <li>• Security Deposits</li> <li>• Rental Assistance</li> <li>• Emergency Housing Assistance/Motel Vouchers</li> <li>• Family Reunification</li> <li>• Transportation-related Expenses</li> <li>• Move-in-Related Expenditures</li> <li>• Landlord Engagement</li> <li>• Food</li> <li>• Other</li> </ul>	a. 95 participants served b. Average \$1500 utilized per participant c. Track total utilized and by category	Quarterly

**EXHIBIT A**

<p><b>2A.ii.</b></p>	<p>Provide flexible funds for people experiencing homelessness and those at-risk of homelessness in the City of West Covina to assist them in securing and retaining housing, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Security Deposits</li> <li>• Rental Assistance</li> <li>• Emergency Housing Assistance/Motel Vouchers</li> <li>• Family Reunification</li> <li>• Transportation-related Expenses</li> <li>• Move-in-Related Expenditures</li> <li>• Landlord Engagement</li> <li>• Food</li> <li>• Other</li> </ul>	<p>a. 2 clients served                  b. Average \$1500 utilized per client                  c. Track total utilized and by category</p>	<p>Quarterly</p>
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**Task 2B: Housing Navigator & Locator**

**Task 2B Description:** This task will focus on both increasing locally-based housing navigation and also increasing housing location services to increase engagement with landlords to encourage them to work with clients that have vouchers or are exiting homelessness. This will be done by working with local jurisdictions to increase locally-based housing navigation. The SGVCOG will also work with a service provider to serve as a housing locator that will focus on landlord engagement and retention, and collaboration with other housing agencies. The Housing Locator will identify potential landlord partnerships and to work with a client’s case manager to facilitate the move into housing. Both the locally-based housing navigators and the Housing Locator will have access to the flexible funds in Task 2A to facilitate landlord participation.

**Alignment with New Framework to End Homelessness (Check all that apply)**

- Coordinate-** Regional and Local Annual Planning
- Prevent-** Infuse Problem Solving into Local Services
- Connect-** Outreach and Navigation linked to Local Rehousing Services
- House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents
- Supporting Activities-** *(Please list supporting activities that apply below)* [Supporting Activities: Regional Planning, Data Sharing & Tracking, Training & Capacity Building, Advocacy, Implementation Coordination, Lived Experience, Quality Improvement, Research & Evaluation, Practice to Advance Equity]

Regional Planning, Data Sharing & Tracking, Implementation Coordination, Research & Evaluation, Practices to Advance Equity

	<p><b>Key Performance Indicators/Metrics</b></p>	<p><b>Targets (Anticipated Impact)</b></p>	<p><b>Timeline</b></p>
<p><b>2.B.i.</b></p>	<p>Host access center in the cities of Baldwin Park and El Monte to provide</p>	<p>a. 50 clients engaged                  b. 10 clients enrolled</p>	<p>Quarterly</p>



## EXHIBIT A

	housing navigation services to San Gabriel Valley residents	<ul style="list-style-type: none"> <li>c. 75% of clients provided with resources</li> <li>d. 5 clients referred to interim housing</li> <li>e. 2 clients placed into interim housing</li> <li>f. 1 client placed into permanent housing</li> <li>g. 3 clients stabilized in housing</li> </ul>	
<b>2.B.ii.</b>	Host access center at the Hope for Home Shelter in Pomona to provide housing navigation and case management resources to clients. This includes providing 3 shelter beds, with priority access for clients from the cities of Claremont (2) and Pomona (1).	<ul style="list-style-type: none"> <li>a. 25 clients engaged</li> <li>b. 5 clients enrolled</li> <li>c. 75% of clients provided with resources</li> <li>d. 3 clients served in Hope for Home beds</li> <li>e. 1 client placed into permanent housing</li> </ul>	Quarterly
<b>2B.iii.</b>	Engage landlords and collaborate with other housing agencies to help connect individuals to local housing options	<ul style="list-style-type: none"> <li>a. 5 new landlords engaged</li> <li>b. 3 clients engaged</li> <li>c. 3 housing agreements signed</li> <li>d. 3 units secured</li> <li>e. 2 clients housed</li> </ul>	Quarterly

### Task 2C: Outreach & Engagement

**Task 2C Description:** The SGVCOG will contract with a service provider (e.g. Los Angeles Centers for Alcohol and Drug Abuse – L.A. CADA) to provide multi-disciplinary teams – including case managers, outreach workers, emergency medical technicians, licensed clinical social workers, and housing navigation – to serve cities with a focus on supplementing those resources already available through the County, the Los Angeles Homeless Services Authority (LAHSA), and the County’s and LAHSA’s contracted service providers. Each multidisciplinary team will serve a cohort of cities. Some of these multidisciplinary teams will focus on providing general outreach and engagement to persons experiencing homelessness (PEH) in the cohorts of cities. All cities will receive this general outreach and engagement. Other multidisciplinary teams will focus more specifically on higher-acuity clients (especially those with mental health and substance use disorder needs) that have the most barriers to being housed. The outreach and engagement will be focused on connecting clients to housing resources, paired with the flexible funds in Task 2A. The SGVOG will execute separate agreements with any cities that either have their own individual service contracts or are otherwise interested in providing services specifically within their cities, rather than receiving services from a regional team. These agreements will be to supplement any services that the cities are already providing. The COG will coordinate with the County, LAHSA, and other regional service providers to best provide services

**EXHIBIT A**

to PEH in the region. This program will be operated with a racial equity lens that collects demographics on clients served, with a concerted effort to better understand and try to address any disparities in services based on demographics. This includes that the service providers are able to meet the cultural and linguistic needs of the clients that they're serving. This program will also integrate the experiences of persons with lived expertise by engaging closely with the service providers who have lived expertise and engaging in ongoing conversations with the service provider based on their experiences to ensure that the needs of the clients are being appropriately integrated.

**Alignment with New Framework to End Homelessness (Check all that apply)**

- Coordinate-** Regional and Local Annual Planning
- Prevent-** Infuse Problem Solving into Local Services
- Connect-** Outreach and Navigation linked to Local Rehousing Services
- House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents
- Supporting Activity-** *(Please list supporting activities that apply below)* [Supporting Activities: Regional Planning, Data Sharing & Tracking, Training & Capacity Building, Advocacy, Implementation Coordination, Lived Experience, Quality Improvement, Research & Evaluation, Practice to Advance Equity]

Data Sharing & Tracking, Implementation Coordination, Lived Experience, Research & Evaluation, Practices to Advance Equity

	<b>Key Performance Indicators/Metrics</b>	<b>Targets (Anticipated Impact)</b>	<b>Timeline</b>
<b>2C.i.</b>	Contract multidisciplinary teams to provide additional outreach and engagement resources for the SGV, supplementing those resources available through the County, LAHSA, and LAHSA's contracted service provider	a. 200 participants engaged b. 85% of participants provided with resources c. 30 participants assessed for services (e.g. public benefits, housing, etc.) d. 3 clients connected to workforce development programs e. 15% connected or enrolled in services (e.g. public benefits, housing, driver's license, etc.) f. 25% receiving case management/care coordination	Quarterly

**EXHIBIT A**

		<ul style="list-style-type: none"> <li>g. 10 interim housing referrals made</li> <li>h. 5 participants placed into interim housing</li> <li>i. 2 permanent housing referrals made</li> </ul>	
<b>2C.ii.</b>	<p>Contract multidisciplinary teams to target higher acuity clients (e.g. those with substance use disorder or significant mental illness) to provide wrap-around support to connect those clients to the most appropriate resources</p>	<ul style="list-style-type: none"> <li>a. 50 participants engaged</li> <li>b. 5 referrals made to SUD treatment programs</li> <li>c. 5 referrals to interim housing</li> <li>d. 5 program referrals (e.g. Housing for Health, AOT, Housing Navigation, etc.)</li> </ul>	Quarterly

**PRICING SCHEDULE  
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
LOCAL SOLUTIONS FUND**

**Maximum Contract Amount Not to Exceed: \$4,368,799**

The following shall constitute the maximum Measure H funding that Local Jurisdiction may be allocated for each Fiscal Year that this Agreement is in effect and as approved by the County Board of Supervisors (Board) annually:

- Year One: July 1, 2023 through June 30, 2024, contract amount shall not exceed **\$4,368,799**.
  - \$158,000 in Regional Homelessness Coordination
  - \$3,772,500 in Local Solutions Fund (LSF) - Local Homeless Services and Housing Programs
  - \$311,000 in One-Time Quarter 4 LSF - Local Homeless Services and Housing Programs
  - \$127,299 in City of Pomona, City of West Covina, and City of Baldwin Park City Implementation unspent funds previously approved by the County Board
- Year Two: July 1, 2024 through June 30, 2025, To Be Determined.
- Year Three: July 1, 2025 through June 30, 2026, To Be Determined.
- Year Four: July 1, 2026 through June 30, 2027, To Be Determined.

Any increase in funding to each Fiscal Year shall be at the County's sole discretion and implemented through a written amendment to this Agreement. All Board approved allocations in this agreement are made available throughout the term of the agreement.

<b>REGIONAL HOMELESSNESS COORDINATION PROGRAM BUDGET</b>		
<b>STAFFING COSTS</b>		
<b>Position</b>	<b>FTE</b>	<b>Total</b>
Manager	0.15	\$ 29,665
Senior Analyst	0.2	\$ 27,524
Analyst	0.9	\$ 98,679
<b>STAFFING COSTS</b>		<b>\$ 155,868</b>
<b>OPERATIONS COSTS</b>		
Mileage		\$ 1,132
Program Supplies		\$ 1,000

OPERATION COSTS	\$ 2,132
<b>REGIONAL HOMELESSNESS COORDINATION SUBTOTAL</b>	<b>\$158,000</b>

<b>LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS BUDGET</b>		
<b>STAFFING COSTS</b>		
Position	FTE	Total
Manager	0.2	\$ 39,553
Senior Analyst	1.0	\$ 137,616
Analyst	0.5	\$ 54,810
STAFFING COSTS		\$ 231,979
<b>PROGRAM OPERATIONS COSTS</b>		
Task 2A: Flexible Funds		\$ 685,909
Task 2B: Service Provider: Housing Locator/Navigator		\$ 619,628
Task 2C: Service Provider/Cities: Outreach & Engagement		\$ 2,673,283
OPERATIONS COSTS		\$ 3,978,820
<b>LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS SUBTOTAL</b>		<b>\$ 4,210,799</b>
<b>REGIONAL HOMELESSNESS COORDINATION &amp; LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS GRAND TOTAL</b>		<b>\$ 4,368,799</b>

\*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment is not required for changes within line items of a funding category, not to exceed the maximum contract amount.

**REPORTING REQUIREMENTS****Quarterly Progress Reports, Co-Investment Reports, and Final Program Outcomes Report**

The COG shall submit to County reports as specified below, which includes: Quarterly Progress Reports (Attachment I) and invoices describing progress made on Tasks in Exhibit A Statement of Work; an annual Co-Investment Report (Attachment II); and a Final Program Outcomes Report (Attachment III) describing the cumulative outcomes for all Tasks in Exhibit A Statement of Work.

Reporting	Due Dates										
Provide copy(ies) of any subcontracted agreements/MOU's necessary to implement the funded program in advance for County approval.	Before subcontract agreement(s)/MOU(s) execution.										
Submit monthly invoices with supporting documentation	Monthly										
Participate in regular Implementation Status meetings with CEO-HI to discuss program implementation and operations, technical assistance needed, etc.	Bi-monthly										
Submit Quarterly Reports and supporting documents.	<table border="1"> <thead> <tr> <th data-bbox="691 1054 1075 1083">Reporting Period*</th> <th data-bbox="1081 1054 1479 1083">Due Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="691 1087 1075 1117">January 1-March 31</td> <td data-bbox="1081 1087 1479 1117">April 15th</td> </tr> <tr> <td data-bbox="691 1121 1075 1150">April 1-June 30</td> <td data-bbox="1081 1121 1479 1150">July 15th</td> </tr> <tr> <td data-bbox="691 1155 1075 1184">July 1-Sept 30</td> <td data-bbox="1081 1155 1479 1184">October 15th</td> </tr> <tr> <td data-bbox="691 1188 1075 1218">October 1-December 31</td> <td data-bbox="1081 1188 1479 1218">January 15th</td> </tr> </tbody> </table>	Reporting Period*	Due Date	January 1-March 31	April 15th	April 1-June 30	July 15th	July 1-Sept 30	October 15th	October 1-December 31	January 15th
	Reporting Period*	Due Date									
	January 1-March 31	April 15th									
	April 1-June 30	July 15th									
	July 1-Sept 30	October 15th									
October 1-December 31	January 15th										
*First Quarterly Report shall be due based on the schedule above, noting that the Reporting Period will begin based on agreement execution date. All Quarterly Reports will be required throughout term of the agreement.											
Submit Co-Investment Report	Annually										
Submit Final Program Outcomes Report	<table border="1"> <thead> <tr> <th data-bbox="691 1461 1075 1486">Reporting Period</th> <th data-bbox="1081 1461 1479 1486">Due Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="691 1491 1075 1520">Agreement execution-</td> <td data-bbox="1081 1491 1479 1520">Prior to agreement</td> </tr> <tr> <td data-bbox="691 1524 1075 1541">Agreement expiration</td> <td data-bbox="1081 1524 1479 1541">expiration.</td> </tr> </tbody> </table>	Reporting Period	Due Date	Agreement execution-	Prior to agreement	Agreement expiration	expiration.				
	Reporting Period	Due Date									
Agreement execution-	Prior to agreement										
Agreement expiration	expiration.										

All subcontracts, reports and invoices shall be submitted to the County CEO-HI. Invoices will not be paid without the associated report and must be submitted to the following:

County Project Manager: Onnie Williams III [owilliams@ceo.lacounty.gov](mailto:owilliams@ceo.lacounty.gov)  
 And copy [hiadmin@ceo.lacounty.gov](mailto:hiadmin@ceo.lacounty.gov)  
[HomelessInitiativeCities@lacounty.gov](mailto:HomelessInitiativeCities@lacounty.gov)

**HOMELESS INITIATIVE**  
**CITIES/COGS QUARTERLY PROGRESS REPORT GUIDE**  
**SAMPLE**

Please read this guide in its entirety and follow the instructions included to complete the quantitative and qualitative narrative as a part of your quarterly report submission. Quarterly reports should be submitted on a regular and timely basis and provide updates on your progress within the given reporting period.

**INSTRUCTIONS FOR COMPLETING AND SUBMITTING QUARTERLY REPORTS**

1. Before you begin completing your responses, please ensure you have reviewed your contract to ensure alignment with the approved Statement of Work (SOW). Please ensure that all required supporting documentation (e.g., invoice) is up-to-date and accurate. Progress Reports are due each quarter; Please see Schedule below for your reference of the reporting periods and due dates.
2. All quarterly reports require that the following sheets contained within this Excel document be completed: (1) Cover, (2) Quantitative Data, and (3) Qualitative Narrative. If any of these are not completed, this will result in your report being returned to you to complete and resubmit for review. For any questions related to this report, please reach out to the County Project Manager listed in your SOW.
3. Cover - Please complete the Cover sheet contained within this Excel document. Please note, all information in the Cover sheet is required (do not leave any blanks).
4. Quantitative Data - The Key Performance Indicators and Targets from your SOW are pre-populated for you. Please complete columns E-P for the applicable quarter in the Quantitative Data sheet. Enter your outputs/outcomes and use the notes section to add any additional brief remarks if needed.
5. Qualitative Narrative - Please complete the Qualitative Narrative sheet contained within this Excel document for each program (tasks) approved in your contract's SOW. This qualitative data is intended to provide additional information on the progress reported by the City/COGs.
6. Quarterly reports, along with corresponding invoices for the reporting period, must be sent to: HomelessInitiativeCities@lacounty.gov, with copy to HIAdmin@ceo.lacounty.gov and the County Project Manager listed in your contract. Sending to alternative email addresses may cause delays in processing.
7. Once submitted, the quarterly report will need to undergo review from CEO Homeless Initiative and approval from the County Project Manager. Please note, incomplete quarterly reports will be returned to you and will require resubmission.

**REPORTING PERIODS AND DEADLINES**

Quarter	Reporting Period*	Due Date
Q1	July 1-Sept 30	October 15th
Q2	October 1-December 31	January 15th
Q3	January 1-March 31	April 15th
Q4	April 1-June 30	July 15th

\* First quarterly report shall be due based on the schedule above, noting that the reporting period will begin based on the contract execution date.

**GLOSSARY OF TERMS**

**Actual Output/Outcome:** Provide approximate number achieved this quarter  
**Cumulative Actual Output/Outcome:** This reflects the approximate number achieved for all quarters to-date.

### COG/City Quarterly Progress Report



County of Los Angeles  
**Homeless Initiative**  
REAL HELP,  
LASTING CHANGE

This report is intended for Cities and Councils of Governments (COG) to complete to provide updates on their programs and activities to track progress, identify challenges, and assess the implementation of a program or project. Please complete this cover page and the Quarterly Report in its entirety with information for the Tasks, Key Performance Indicators, and Targets listed in your contract's Statement of Work (SOW).

<b>City/COG:</b>	
<b>Contract #:</b> AO-	<b>Fund Type:</b> <input type="checkbox"/> Local Solutions Fund-Regional Coordination <input type="checkbox"/> Local Solutions Fund-Local Homeless Services and Housing Programs
<b>Reporting Period:</b>	
<b>Quarter:</b> Q2: October 1-December 31	<b>Year:</b>
<i>To be completed by City/COG</i>	
<b>Submitted By:</b>	[insert name]
<b>Submission Date:</b>	[insert date]
<b>Attachments:</b>	Is all corresponding documentation included with this progress report? (check one box) <input type="checkbox"/> Yes, invoice with supporting documentation (for this reporting period) is included. <input type="checkbox"/> No, there are no invoices for this reporting period.



Key Performance Indicator [KPI]/Metrics	Target Output/Outcome	Timeline	City/COG to complete:											
			Q1: July 1-Sept. 30		Q2: Oct. 1-Dec. 31			Q3: Jan. 1-March 31			Q4: April 1-June 30			
			Actual Output/Outcome for this quarter <small>(enter numeric response only)</small>	Notes	Actual Output/Outcome for this quarter <small>(enter numeric response only)</small>	Cumulative Actual Output/Outcome	Notes	Actual Output/Outcome for this quarter <small>(enter numeric response only)</small>	Cumulative Actual Output/Outcome	Notes	Actual Output/Outcome for this quarter <small>(enter numeric response only)</small>	Cumulative Actual Output/Outcome	Actual Completion Date <small>(MM/DD/YYYY)</small>	Notes
<i>Example:</i> Enroll people experiencing homelessness into interim housing	a.87 participants placed into interim housing	Quarterly	5	Behind target for this quarter due to delay in getting housing navigator hired	15	20	Behind target for this quarter but progress is promising as we are much closer to target	21	41	Exceeded target for this quarter in interim housing placements	17	58	06/30/23	Despite delays in securing staff, met target for this quarter and made good progress throughout the year in connecting PEH to interim housing.
<b>Task 1: [insert category/area]</b>														
<b>Task1A: [insert name of program]</b>														
1A.i	[insert KPI/Metrics from SOW]	a. [insert target from SOW]	[insert timeline from SOW]											
		b. [insert target from SOW]	[insert timeline from SOW]											
		c. [insert target from SOW]	[insert timeline from SOW]											
		d. [insert target from SOW]	[insert timeline from SOW]											
		e. [insert target from SOW]	[insert timeline from SOW]											
		f. [insert target from SOW]	[insert timeline from SOW]											
		g. [insert target from SOW]	[insert timeline from SOW]											
		h. [insert target from SOW]	[insert timeline from SOW]											
1A.ii	[insert KPI/Metrics]	a. [insert target from SOW]	[insert timeline from SOW]											
		b. [insert target from SOW]	[insert timeline from SOW]											
		c. [insert target from SOW]	[insert timeline from SOW]											
		d. [insert target from SOW]	[insert timeline from SOW]											
		e. [insert target from SOW]	[insert timeline from SOW]											
		f. [insert target from SOW]	[insert timeline from SOW]											
1A.iii	[insert KPI/Metrics]	a. [insert target from SOW]	[insert timeline from SOW]											
1A.iv	[insert KPI/Metrics]	a. [insert target from SOW]	[insert timeline from SOW]											
		b. [insert target from SOW]	[insert timeline from SOW]											
		c. [insert target from SOW]	[insert timeline from SOW]											
<b>Task1B: [insert name of program]</b>														
1B.i	[insert KPI/Metrics]	a. [insert target from SOW]	[insert timeline from SOW]											
		b. [insert target from SOW]	[insert timeline from SOW]											
		c. [insert target from SOW]	[insert timeline from SOW]											
		d. [insert target from SOW]	[insert timeline from SOW]											
1B.ii	[insert KPI/Metrics]	a. [insert target from SOW]	[insert timeline from SOW]											
		b. [insert target from SOW]	[insert timeline from SOW]											
		c. [insert target from SOW]	[insert timeline from SOW]											
		d. [insert target from SOW]	[insert timeline from SOW]											

Qualitative (Narrative) Section	
Q1: July 1-Sept. 30	
<b>Task 1: [insert category/area]</b>	
<b>Task 1A: [insert name of program]</b>	
1. What action steps have you taken to ensure that program KPIs and targets are achieved? Describe specific strategies and processes. Also, indicate future revisions to action steps, if any. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
2. What's working? (How has this program been effective? How has this impacted the community/population it's designed for? How has collaboration been with partners involved in the implementation? Share a minimum of one success story. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
3. Were there challenges (in program implementation or for the city(ies)/COG, clients, etc.)? If so, how were they overcome? <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
<b>Task 1B: [insert name of program]</b>	
1. What action steps have you taken to ensure that program KPIs and targets are achieved? Describe specific strategies and processes. Also, indicate future revisions to action steps, if any. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
2. What's working? (How has this program been effective? How has this impacted the community/population it's designed for? How has collaboration been with partners involved in the implementation? Share a minimum of one success story. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	

3. Were there challenges (in program implementation or for the city(ies)/COG, clients, etc.)? If so, how were they overcome?

*[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]*

## Co-Investment Template: Cities and COGs SAMPLE

The County’s [New Framework to End Homelessness](#) calls for Cities and Council of Governments (COGs) to co-invest in key strategies that accelerate and amplify impact locally and regionally to develop more permanent housing and provide pathways to housing and services for decommissioning encampments and meeting the needs of people experiencing homelessness.

**Please complete the following two questions to provide more information on how your City/COG is co-investing to address homelessness and housing. Please include all relevant programs, adding additional cells to the tables if necessary.** The goal of this document is to better understand the full set of investments and programs made by your City/COG outside of Local Solutions Funds (LSF). This document will help to identify the true costs associated with addressing homelessness with our shared jurisdictions and gaps in services that could be addressed through future funding opportunities.

Please send the completed forms to [HomelessInitiativeCities@lacounty.gov](mailto:HomelessInitiativeCities@lacounty.gov), copying Onnie Williams III, [OWilliams@ceo.lacounty.gov](mailto:OWilliams@ceo.lacounty.gov).

**Example:**

- 1) For programs funded by the Local Solution Fund (LSF), which are your City/COG co-investing in? Co-investment could be in the form of funding, staffing, resources, land, local legislation, etc. Please list the specific Task from the LSF Statement of Work (SOW) and describe the co-investment below.**

<b>Task: 2C Landlord Engagement and Assistance Program (Example)</b>
<b>Co-investment Description:</b> <i>To support the Landlord Engagement and Assistance Program, the City is providing \$100,000 in funding to support 2 additional FTEs. This builds upon the 2 FTEs funded under the LSF, totaling 4 FTEs. These FTEs are responsible for housing location and unit acquisition. Additionally, the City is providing office and meeting space to support landlord engagement and assistance program activities. (Example)</i>
<b>Budgeted Costs to Supplement LSF (If applicable):</b> <i>\$100,000 (Example)</i>
<b>Funding Source of Co-investment (If applicable):</b> <i>General Funds (Example)</i>

2) Apart from programs funded by the Local Solutions Fund (LSF), what other direct investments is your City/COG making related to homelessness and housing? Please describe below.

*Example:*

<b>Program Name:</b> <i>City Navigation Center (Example)</i>
<b>Co-investment Description:</b> <i>The City was successfully awarded Homekey 2 funding to construct a Navigation Center in the City of X. This Navigation Center will provide 60 interim housing units and supportive services including housing navigation, case management, etc. The Navigation Center is expected to open in November 2023. (Example)</i>
<b>Key Metrics (Example: Number of Interim or Permanent Housing Units):</b> <ul style="list-style-type: none"> <li>• <i>Number of Interim Housing Beds/Units: 60 (Example)</i></li> </ul>
<b>Budgeted Costs (If applicable):</b> <i>\$22,000,000 (Example)</i> <ul style="list-style-type: none"> <li>• <i>\$19,000,000 Homekey 2</i></li> <li>• <i>\$3,000,000 General Funds</i></li> </ul>
<b>Funding Source of Co-investment (If applicable):</b> <i>Homekey 2, General Funds (Example)</i>

## Co-Investment Template: Cities and COGs

- 1) For programs funded by the Local Solution Fund (LSF), which are your City/COG co-investing in? Co-investment could be in the form of funding, staffing, resources, land, local legislation, etc. Please list the specific Task from the LSF Statement of Work (SOW) and describe the co-investment below.

<b>Task:</b>
<b>Co-investment Description:</b>
<b>Budgeted Costs to Supplement LSF (If applicable):</b>
<b>Funding Source of Co-investment (If applicable):</b>
<b>Task:</b>
<b>Co-investment Description:</b>
<b>Budgeted Costs to Supplement LSF (If applicable):</b>
<b>Funding Source of Co-investment (If applicable):</b>

*Please add additional cells to the table if necessary.*

2) Apart from programs funded by the Local Solutions Fund (LSF), what other direct investments is your City/COG making related to homelessness and housing? Please describe below.

<b>Program Name:</b>
<b>Co-investment Description:</b>
<b>Key Metrics (Example: Number of Interim or Permanent Housing Units):</b>
<b>Budgeted Costs (If applicable):</b>
<b>Funding Source of Co-investment (If applicable):</b>
<b>Program Name:</b>
<b>Co-investment Description:</b>
<b>Key Metrics (Example: Number of Interim or Permanent Housing Units):</b>

<b>Budgeted Costs (If applicable):</b>
--

<b>Funding Source of Co-investment (If applicable):</b>
---

*Please add additional cells to the tables if necessary.*

SAMPLE



## FINAL PROGRAM OUTCOMES REPORT

**SAMPLE**

### GENERAL INFORMATION

<b>ORGANIZATION</b>	Name
<b>MULTI-JURISDICTIONAL</b> (if applicable)	If you are reporting on a multi-jurisdictional grant, list the partnering cities included in the contract

REPORT CONTACT	Name	Title	Email Address

REPORTING PERIOD/CONTRACT TERM (MM/DD/YY – MM/DD/YY)	
--	--

### PROGRAM OUTCOMES

Please copy and paste the Statement of Work in the contract to provide activities and target outcomes. Please complete the column titled “Final Cumulative Outcomes” with the outcomes achieved during the entire contract term. Please use separate tables for each program. Please add more rows or tables as needed.

Program 1:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 2:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 3:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 4:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

**EXHIBIT C  
ATTACHMENT III**

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**NARRATIVE:**

**Please provide a descriptive response to the below questions. Successful practices and stories in preventing and combating homelessness will be compiled and published on the County website. There is no word limit for these responses.**

1. Please provide a brief narrative to the activities above. If the target outcome(s) were not achieved, provide an explanation including troubleshooting and final outcomes.
2. Describe the City's or Cities' unique role that addressed the homeless individuals/families' needs and system gaps. List as many as appropriate.
3. Were there challenges in implementing the program(s)? If so, how were they overcome? Please provide a detailed explanation.
4. Will project(s) be sustained beyond this contract term? If so, please describe how the City will continue or build upon the work supported by this grant.
5. How were your projects successful this contract term? Please include the following components: Population(s) served; City/ies operation, programs and budget; Partners involved in the implementation of the program Funds (financial and in-kind); Community at large; Homeless system; and any other successes to share?



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

**DATE:** November 20, 2024

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

**FROM:** Diana Acosta, CPA, Interim Executive Director

**BY:** Natalie Majors-Stewart, LCSW, Chief Compliance Officer

**SUBJECT:** Consideration of Resolution No. 763 Approving the Engagement of Hooper, Lundy & Bookman, P.C. for Special Counsel Healthcare Law Legal Services and Authorizing the Executive Director to Execute an Engagement Letter Regarding the Same

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Summary:

Staff is seeking Governing Board approval to retain Hooper, Lundy & Bookman, P.C. (HLB) for special counsel legal services and authorization for the Interim Executive Director to execute the attached engagement letter regarding the same.

Background:

HLB is a law firm that specializes in healthcare law and advising both public and private healthcare providers.

Tri-City Mental Health Authority (TCMHA) has previously consulted with HLB from time to time regarding various healthcare law compliance issues, such as Health Insurance Portability and Accountability Act (HIPAA). Due to the increasing complexity of healthcare legal compliance issues, staff is seeking approval of the Governing Board to retain HLB for ongoing special counsel legal services in healthcare law matters.

Fiscal Impact:

HLB would bill TCMHA on an hourly basis, with rates ranging from: \$885 to \$1130 for principals, \$975 to \$1085 for of counsel, \$870 for senior counsel, \$505 to \$765 for associates, \$420 to \$480 for paralegals, \$250 to \$380 for litigation support, and \$725 to \$1145 for government relations. However, litigation and government relations services are not anticipated at this time. Direct costs, such as the approved services of third party consultants retained by Hooper, Lundy & Bookman would be passed though to TCMHA.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 763 Approving the Engagement of Hooper, Lundy & Bookman, P.C. for Special Counsel Healthcare Law Legal Services and Authorizing the Executive Director to Execute an Engagement Letter Regarding the Same***  
**November 20, 2024**  
**Page 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 763 approving the engagement of Hooper, Lundy & Bookman, P.C. for special counsel healthcare law legal services and authorizing the Executive Director to execute the Engagement Letter with Hooper, Lundy & Bookman, P.C. dated November 14, 2024.

Attachments

*Attachment 6-A:* Resolution No. 763 - Draft

*Attachment 6-B:* Hooper, Lundy & Bookman, P.C. Letter of Engagement

## RESOLUTION NO. 763

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE ENGAGEMENT OF HOOPER, LUNDY & BOOKMAN, P.C. FOR SPECIAL COUNSEL HEALTHCARE LAW LEGAL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ENGAGEMENT LETTER REGARDING THE SAME

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 contract with the legal firm of Hooper, Lundy & Bookman (“HLB”), a professional corporation, for special counsel legal services related to healthcare law matters.

B. Under the terms and conditions of the proposed HLB Engagement Letter dated November 14, 2024 and presented to the Governing Board at its public meeting on November 20, 2024 meeting, Bridget A. Gordon would serve as HLB’s primary counsel to TCMHA regarding healthcare law matters.

C. The Authority affirms that HLB is an independent contractor and not an employee, agent, joint venture, or partner of TCMHA. The Engagement Letter does not create or establish the relationship of employee and employer between Contractor and TCMHA.

2. **Action**

The Governing Board hereby approves the engagement of Hooper, Lundy & Bookman, P.C. for special counsel healthcare law legal services and authorizes the Executive Director of TCMHA to execute the Engagement Letter with Hooper, Lundy & Bookman, P.C. dated November 14, 2024 in substantially the same form as presented to the Board.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 20, 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

November 14, 2024

**VIA EMAIL**

Diana Acosta  
Interim Executive Director  
Tri-City Mental Health Services  
1717 N. Indian Hill Blvd.  
Suite B  
Claremont, CA 91711  
Email: [nmajors@tricitymhs.org](mailto:nmajors@tricitymhs.org)

Re: Legal Engagement

Dear Ms. Majors:

We are pleased that you have selected Hooper, Lundy & Bookman, P.C. to provide Tri-City Mental Health Services (“TRI-CITY”) with the legal services that we recently discussed relating to TRI-CITY’s healthcare operations, overall compliance, and internal investigation. This letter is to confirm our recent discussions and agreement as to the terms upon which we agree to provide those and future legal services to TRI-CITY.

Primary responsibility for TRI-CITY’s representation will be retained by me; however, all of the resources of the firm will be available to TRI-CITY. I will involve other attorneys in TRI-CITY’s work where it is appropriate and cost-effective. TRI-CITY will be kept informed of our progress, and we will utilize our best efforts to respond as promptly as possible to TRI-CITY’s inquiries. Likewise, we need to be kept informed of developments that TRI-CITY becomes aware of, and to ensure that it is available when we need its assistance.

Our fees are based upon the number of attorney hours devoted to a client’s matters, and the then-existing hourly rates for the personnel involved. At present, our hourly rates range from \$885 to \$1130 for principals in the firm, \$975 to \$1085 for of counsel, \$870 for senior counsel, from \$505 to \$765 for associates, from \$420 to \$480 for paralegals, and \$250 to \$380 for litigation support, \$725 to \$1145 for government relations. Our hourly rates may be adjusted periodically. Variations in our current hourly rates may be made in some cases, either upward or downward, to account for complexity of issues, uniqueness of services, expertise of the involved attorney, etc. In addition to our fees, we also charge for expenses incurred by us on your behalf. These expenses include, but are not limited to, long distance telephone calls, document processing, photocopying, facsimile, delivery costs and travel expenses.

**ATTACHMENT 6-B**

Diana Acosta  
Tri-City Mental Health Services  
November 14, 2024  
Page 2

We will provide TRI-CITY with a detailed statement on a monthly basis, covering our current fees and expenses. It will describe services rendered, and will also show the amount of TRI-CITY's retainer remaining in our trust account or the amount owing to us. Should litigation or a government investigation arise against Tri-City, Hooper, Lundy reserves the right to request a additional retainer from TRI-CITY for such litigation and/or investigation and the associated legal work. Please feel free to contact me, at any time, if TRI-CITY has any question concerning your statement.

We require that our clients satisfy their accounts within 10 days of receiving our statements.

TRI-CITY may terminate our firm's services at any time, upon notice to us. TRI-CITY's termination of our services does not affect your responsibility for payment of legal services rendered and expenses incurred before termination and in connection with an orderly transition of the matter. Similarly, we reserve the right to terminate our services upon notice to TRI-CITY if we determine that to continue would not be in the best interests of either of us, or if fees are not paid on a timely basis.

### **Agreement to Arbitrate and Mediate**

In the event of any disputes between the parties to this Retainer Agreement over professional services rendered, the parties agree to resolve all such disputes through binding arbitration in Los Angeles County before a retired judge of the Los Angeles County Superior Court pursuant to the provisions of California Code of Civil Procedure section 1280 et seq., and the Federal Arbitration Act. Such retired judge shall be selected by mutual agreement of the parties within 15 days of a demand for arbitration by any party. If the parties are unable to select an arbitrator through mutual agreement, an arbitrator shall be designated by the Los Angeles County Superior Court upon petition to that court by any party. The parties agree that speed and cost effectiveness of such arbitration are important to all parties to this agreement, and agree that any such arbitration shall be concluded within 120 days of the date of selection of the arbitrator. The parties also agree that prior to the arbitration, they shall engage in mediation pursuant to a mutually acceptable mediator, to be selected within 15 days of the date of the request for arbitration. If the parties are unable to agree upon a mediator within 15 days of the date of a demand for arbitration by any party, the mediator may be designated by the Los Angeles County Superior Court upon petition by any party. The mediation shall be completed within 60 days of the designation of a mediator. The parties shall share the costs of the arbitrator and the mediator, and each party shall bear its own attorneys' fees for both the mediation and the arbitration.

Notwithstanding the foregoing, in the event of an action by this firm to collect fees, Business and Professions Code section 6201 permits TRI-CITY to request non-binding arbitration through the local Bar Association, and if either party is unsatisfied with the outcome of the non-binding arbitration, they have the right to request a *trial de novo* in the Court. With



Diana Acosta  
Tri-City Mental Health Services  
November 14, 2024  
Page 3

respect to any action or proceeding by this firm to collect fees, TRI-CITY may elect within 30 days of notice of a demand for arbitration by this firm whether to proceed in accordance with the provisions for binding arbitration or whether to proceed in accordance with the procedures set forth in Business and Professions Code section 6201. If TRI-CITY does not, the resolution of any such dispute will proceed in accordance with the mediation and arbitration language set forth in the preceding paragraph.

Once, again, we appreciate your confidence in us and look forward to a mutually enjoyable working relationship with TRI-CITY. Please sign the enclosed copy of this letter and return it to us signifying TRI-CITY's understanding of, and agreement to, these terms.

Sincerely,



Bridget A. Gordon

Tri-City Mental Health Services hereby agrees to retain Hooper, Lundy & Bookman, P.C. in accordance with the terms set forth above.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Diana Acosta, Interim Executive Director

For: Tri-City Mental Health Services



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

**DATE:** November 20, 2024

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

**FROM:** Diana Acosta, CPA, Interim Executive Director

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

**SUBJECT:** Consideration of Resolution No. 764 Appointing Ontson Placide to be the Executive Director of the Tri-City Mental Health Authority and approving an Executive Director Employment Agreement with Ontson Placide with an Annual Base Salary of \$317,271.97, Effective December 9, 2024

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Summary:

The Governing Board previously identified Mr. Ontson Placide as its preferred candidate to become the next Executive Director of the Tri-City Mental Health Authority (TCMHA). Based on the Board's direction, TCMHA staff prepared the attached Executive Director Employment Agreement ("Employment Agreement"). If the Board approves Mr. Placide's appointment and the Employment Agreement, Mr. Placide would become the next Executive Director on December 9, 2024.

Background:

On July 1, 2024, TCMHA's former Executive Director, Rimmi Hundal, informed the Governing Board that she had accepted the role of Chief Deputy Director for the Los Angeles County Department of Mental Health and would resign effective July 26, 2024. To ensure operational continuity, the Governing Board appointed Mrs. Diana Acosta as Interim Executive Director and promptly initiated a statewide search for TCMHA's next permanent Executive Director.

At its July 17, 2024, meeting, the Governing Board tasked TCMHA's Human Resources Department, led by HR Director Kitha Torregano, with developing a recruitment plan and conducting the statewide search for candidates. The recruitment period ran from August 30 to September 30, 2024, and final candidate interviews took place on October 15 and 29, 2024.

Following the close of the interview process, the Board identified Mr. Placide as its preferred candidate. Mr. Placide brings over 30 years of experience in behavioral health, serving as a program administrator and executive leader across public and private agencies in and around Los Angeles County.

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

***Consideration of Resolution No. 764 Appointing Ontson Placide to be the Executive Director of the Tri-City Mental Health Authority and approving an Executive Director Employment Agreement with Ontson Placide with an Annual Base Salary of \$317,271.97, Effective December 9, 2024***

**November 20, 2024**

**Page 2**

Pursuant to the Board's direction, Mr. Placide was extended a conditional offer to become the next Executive Director, subject to subject to final Board appointment and approval of the Employment Agreement.

Discussion.

Mr. Placide has agreed to all of the terms and conditions of the Employment Agreement, which include the following:

- Annual base salary of \$317,271.97, which is Step 2 of Class 93 of TCMHA's Master classification and Salary Schedule
- Benefits that are the same provided to other members of TCMHA's Executive Team, a current summary of which are included as Exhibit B to the Employment Agreement

The Employment Agreement would also require Mr. Ontson to participate in ongoing professional development training and education to maintain and improve the professional expertise and knowledge needed for his position.

The Employment Agreement would have an initial one-year term, effective December 9, 2024, and would renew automatically renew for an additional one year no more than twice (for a total of three years) absent either option for non-renewal. In the event that TCMHA terminates the Executive Director's employment without cause before the end of the term, he would receive a severance of equal to one month's salary per each month of employment up to a maximum of six months salary. This is the same severance pay available to TCMHA's Executive Team.

Under Section 54953(c)(3) of the Government Code, which was added to the Brown Act by Senate Bill 1436 in 2016, the Governing Board must deliver an oral summary report during an open public meeting for any recommendation on final action regarding the Executive Director's salary, salary schedule, or compensation paid in the form of fringe benefits prior to taking any such final action. Staff will provide such an oral summary of during the public meeting and the draft resolution includes an action for the Board to adopt that summary as its own.

Fiscal Impact:

A combination of MHSAs and Realignment funds will be used to fund Mr. Placide's salary (starting at \$317,271.97, Step 2 of Class 93) and benefits.

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. 764 Appointing Ontson Placide to be the Executive Director of the Tri-City Mental Health Authority and approving an Executive Director Employment Agreement with Ontson Placide with an Annual Base Salary of \$317,271.97, Effective December 9, 2024  
November 20, 2024  
Page 3**

Recommendation:

Staff recommends that Governing Board adopt Resolution No. 764 appointing Ontson Placide to be the Executive Director of the Tri-City Mental Health Authority, approving an Executive Director Employment Agreement between with Ontson Placide with an annual Base Salary of \$317,271.97, effective December 9, 2024, and adopting the staff's oral summary of the Executive Director's salary and benefits.

Attachments:

*Attachment 7-A:* Resolution No. 764 – Draft

*Attachment 7-B:* Executive Director Employment Agreement, dated November 20, 2024.

## RESOLUTION NO. 764

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPOINTING ONTSON PLACIDE TO BE THE EXECUTIVE DIRECTOR OF THE AUTHORITY AND APPROVING AN EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT WITH ONTSON PLACIDE WITH AN ANNUAL BASE SALARY OF \$317,271.97, EFFECTIVE DECEMBER 9, 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. On November 20, 2024, the Governing Board of the Tri-City Mental Health Authority (“TCMHA”) held a regular meeting at which it considered the appointment of Ontson Placide to become TCMHA’s next Executive Director, and a related Executive Director Employment Agreement (“Employment Agreement”).

B. At the above-referenced meeting, the Governing Board received a staff report regarding the Employment that included an oral summary of the new Executive Director’s proposed salary, salary schedule, and compensation paid in the form of fringe benefits (“Summary”). Under the terms of the Employment Agreement, the Executive Director would assume his duties on December 9, 2024 and receive an annual Base Salary of \$317,271.97, which is Step 2 of Class 93 of TCMHA’s Master classification and Salary Schedule, as well as benefits that are the same provided to other members of TCMHA’s Executive Team.

**2. Action**

A. In accordance with Section 54953(c)(3) of the Government Code, the Governing Board hereby adopts the Summary as its own.

B. The Governing Board hereby appoints Ontson Placide to be the Executive Director of the Tri-City Mental Health Authority, approves the Employee Agreement with Ontson Placide, and authorizes TCMHA’s Interim Executive Director to execute the Employment Agreement in substantially the same form as presented to the Governing Board on November 20, 2024.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 20, 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



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---

Founded in 1960  
by the residents

of Pomona, Claremont  
and La Verne.

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**EXECUTIVE DIRECTOR  
EMPLOYMENT AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**ONTSON PLACIDE**

**DATED**

**NOVEMBER 20, 2024**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

1900 Royalty Drive, Suite 180  
Pomona, CA 91767

Phone (909) 766-7340

Fax (909) 865-0730

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 7-B**

## AGREEMENT

This Employment Agreement (hereinafter “Agreement”) is made and entered into on November 20, 2024 (“Agreement Date”) by and between the **Tri-City Mental Health Authority**, a joint powers agency organized under the laws of the State of California ((hereinafter “TCMHA”) and **Ontson Placide** (hereinafter “Employee”). TCMHA and Employee are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 1. RECITALS

A. TCMHA is a public agency formed pursuant to a Joint Exercise of Powers Agreement.

B. TCMHA requires the services of an Executive Director.

C. Employee represents that Employee has the necessary education, training, experience, skills and expertise to serve as TCMHA’s Executive Director.

D. The Governing Board of TCMHA (the “Governing Board”) desires to retain Employee to serve as the Executive Director of TCMHA subject to the terms and conditions of this Agreement.

E. The Parties mutually desire to establish the terms and conditions for Employee’s employment as TCMHA’s Executive Director as set forth in this Agreement.

### 2. EMPLOYMENT

A. TCMHA hereby offers and Employee hereby accepts the position of Executive Director of TCMHA subject to the terms and conditions of this Agreement. Employee shall perform the functions and duties of TCMHA’s Executive Director on a full-time basis, to the best of Employee’s ability, in an efficient and competent manner consistent with the standards of the profession and the terms of this Agreement and in compliance with all applicable local, state and federal laws and regulations, to the sole satisfaction of the Governing Board.

B. Employee shall perform all of the duties of the Executive Director as set forth in Exhibit A to this Agreement, TCMHA's Master classification and Salary Schedule, the Joint Powers Agreement, the California Government Code, TCMHA's Personnel Handbook, and other TCMHA policies and procedures approved by the Governing Board, as may be provided from time to time. Employee shall also perform other legally permissible and proper duties and functions as the Governing Board may assign from time to time. The Governing Board may also designate Employee as the chief executive of other TCMHA-related legal entities. Such other legal entities could include, but are not limited to, financing authorities, and joint powers authorities.

C. Employee shall maintain all required licenses, permits and certifications for the performance of his duties, at his sole expense, and shall renew all required licenses, permits and certifications prior to the applicable renewal date(s).



D. Employee is an exempt employee under the Fair Labor Standards Act (“FLSA”), but shall engage in those hours of work that are necessary to fulfill the obligations of Employee’s position. Employee does not have set hours of work as Employee is expected to be available at all times. Employee must devote substantial time to the business of TCMHA outside of TCMHA’s customary office hours, and to that end Employee’s schedule of work each day and week shall vary in accordance with the work required to be performed. Employee shall spend sufficient hours on site to perform the Employee’s duties; however, Employee has discretion over Employee’s work schedule and work location.

E. Employee shall devote all of Employee’s time, energy and efforts to the TCMHA, and shall accept no outside employment except with the prior approval of the Governing Board, and consistent with TCMHA’s Personnel Handbook, any other applicable TCMHA personnel policies and procedures, TCMHA’s conflict of interest code, and applicable provisions of state law relating to conflicts of interest.

F. Employee, at such times and in such forms as the Governing Board may require, shall furnish TCMHA such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

G. Except for the purpose of inquiry, the Governing Board and its members shall deal with all subordinate TCMHA employees, officers, contractors, and consultants solely through Employee or Employee’s designee, and neither the Governing Board nor any member thereof shall give orders to any subordinate of Employee, either publicly or privately. Neither the Governing Board nor any of its members shall interfere with the execution of the powers and duties of Employee, and Employee shall take orders and instructions from the Governing Board only when it is sitting as a body in a lawfully held meeting.

### 3. COMPENSATION

A. Base Salary. Employee’s base salary is Step 2 of Class 93 of TCMHA’s Master classification and Salary Schedule (\$317,271.97), payable in equal installments at the same time and in the same manner that other TCMHA employees are paid.

B. No Overtime. The position of Executive Director is exempt from the FLSA for overtime purposes, and Employee is not entitled to overtime.

C. Annual Evaluation, Merit Increase or Performance Bonus.

(1) The Governing Board shall review and evaluate Employee’s performance and compensation annually. The review and evaluation generally shall be conducted based upon criteria jointly developed by Employee and the Governing Board and shall be private and confidential to the extent allowed by law. In addition to the annual evaluation, the Governing Board may evaluate the Employee at any time for any reason.

(2) Employee shall also be eligible for a merit increase and/or performance bonus in an amount, and at such time or times, if any, as determined in the sole discretion of the Governing Board. Any performance bonus earned under this Section shall be included as

compensation earnable by Employee in reporting to the California Public Employees Retirement System (PERS) for annual pension credit, but only to the extent, if any, that PERS will consider it to be earnable compensation.

#### **4. OTHER BENEFITS**

A. Executive Management Benefits. Employee shall receive the benefits provided to other members of TCMHA's Executive Team, a current summary of which are included as Exhibit B to this Agreement.

B. Bonds. TCMHA shall pay for the cost of any fidelity or other bonds required by law for Employee for any TCMHA-related position held by Employee.

#### **5. OFFICIAL AND PROFESSIONAL DEVELOPMENT TRAINING AND EDUCATION**

A. Employee shall participate from time-to-time in official and professional development training and educational courses and events to maintain and improve Employee's professional expertise and knowledge of applicable federal, state, county and local laws, statutes, and regulations applicable to his duties and to local public agencies, TCMHA's operations, staff and programs, through organizations and associations such as the California Institute for Behavioral Health Solutions (CIBHS), California State Association of Counties (CSAC), Institute for Local Government (ILG), League of California Cities (LOCC), International City/County Management Association (ICMA), and American Society for Public Administration (ASPA). Employee shall provide a written report not less than quarterly, outlining Employee's official and professional development training and educational activities.

B. TCMHA shall allocate reasonable sums to reimburse or pay for reasonable professional dues and subscriptions for Employee necessary in the judgment of the Governing Board for Employee's continued participation in such associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of TCMHA, as approved by TCMHA. Notwithstanding the foregoing, the Governing Board shall have discretion to establish appropriate amounts in the annual TCMHA budget for official and professional development expenses and travel costs.

#### **6. TERM**

A. Effective Date. This Agreement shall become effective on December 9, 2024 ("Effective Date"), subject to the joint execution of this Agreement by both parties. No probationary period is applicable to Employee.

B. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and shall continue for one (1) year ("Initial Term") unless extended or earlier terminated as provided in this Agreement.

C. Extensions. This Agreement shall automatically renew for no more than two (2) additional one (1) year terms (each an "Extension Term") subject to the same terms and conditions unless either Party provides the other Party with a timely notice of non-renewal as follows:

(1) TCMHA must give Employee written notice of non-renewal at least ninety (90) days before the end of the then applicable Initial Term or Extension Term.

(2) Employee must give TCMHA written notice of non-renewal at least 180 days before the end of the then-applicable Initial Term or Extension Term.

## **7. RESIGNATION; RETIREMENT**

A. Resignation. This Agreement shall terminate upon the effective date of Employee's resignation or retirement. In the event Employee resigns at any time before an applicable deadline to provide TCMHA notice of non-renewal, Employee agrees to give TCMHA at least forty-five (45) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing.

B. Retirement. This Agreement shall terminate upon the effective date of Employee's resignation or retirement. In the event Employee retires from full time public service with TCMHA before an applicable deadline to provide TCMHA notice of non-renewal, Employee shall provide TCMHA at least three (3) months advance notice of the effective date of Employee's retirement date, unless the parties otherwise agree in writing.

## **8. TERMINATION WITHOUT CAUSE**

A. At-Will Status. Notwithstanding any other provision of this Agreement, Employee is a statutory at-will employee who serves at the pleasure of the Governing Board. The Governing Board may terminate Employee's employment at any time during the term of this Agreement, with or without cause. Such termination shall be effective immediately upon notice of that termination. This Agreement shall terminate upon the effective date of Employee's termination.

B. Severance. In the event Employee is terminated without cause, Employee shall have the right to receive severance pay in the same manner then available to TCMHA's Executive Team at the time of Employee's termination.

## **9. TERMINATION FOR CAUSE**

A. Cause. Notwithstanding any other provision of this Agreement, Employee may be terminated for cause at any time. For such purposes, "cause" includes any grounds found in TCMHA's Personnel Handbook as well as: (i) incompetency such as failure to comply with the minimum standards for Employee's position for a significant period of time; (ii) neglect of duty, such as failure to timely perform the duties required of Employee's position or failure to implement policy directions of the Governing Board; (iii) dishonesty involving employment; (iv) being under the influence of alcohol or intoxicating drugs while on duty; (v) addiction to or habitual use of alcoholic beverages, narcotics, or any habit forming non-prescription drug that renders it more difficult for Employee to deliver public service; (vi) absence without leave; (vii) conviction of a crime or conduct constituting a violation of state or federal law that renders it more difficult for Employee to deliver public service; (viii) use of TCMHA property, personnel, or services for improper or unauthorized purposes; (ix) failure to resolve a physical or mental infirmity(s) or defect(s) affecting job performance when it is within the capacity of the employee to do so; (x) acceptance from any source of any emolument, reward, gift, or other form of remuneration in

addition to Employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of Employee's assigned duties; (xi) falsification of any City report or record or of any report or record required to be, or, filed by Employee; and (xii) a material breach of this Agreement. In the event Employee is terminated for cause, Employee shall not be entitled to receive any severance pay.

B. Statutory Mandates. The Parties mutually agree and acknowledge that this Agreement is subject to the provisions of Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code relating to abuse of office, and those provisions are incorporated herein by this reference as though set forth in full. In the event of any conflict between such statutes and any provision of this Agreement, the former shall control. Any payments required to be made to Employee upon termination for cause under this Agreement are subject to and shall be interpreted to comply with the limitations set forth in California Government Code Section 53260.

## **10. CHILD ABUSE REPORTING**

Employee warrants and represents that Employee is familiar with the California Child Abuse and Neglect Reporting Act (California Penal Code Sections 11164 - 11174.3) and agrees to adhere to child abuse reporting obligations and procedures under California Penal Code Section 11166 et seq. Unless prohibited by law, Employee shall submit immediately, within twenty-four (24) hours, by facsimile and mail, an accident or incident report to TCMHA when Employee becomes aware of reportable circumstances, including, but not limited to, allegations of molestation or child abuse, pertaining to children under Employee's supervision pursuant to this Agreement.

## **11. PROPRIETARY INFORMATION**

Employee agrees that all data and other information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, operations, activities, business relationships, official relationships, and/or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. Employee will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Employee to carry out the duties of his position without written approval by the Governing Board, either during or after his engagement with TCMHA, unless and until such Proprietary Information has become public knowledge without fault by Employee, or unless disclosure of such Proprietary Information is required by federal or state law.

## **12. CONFIDENTIALITY AND PRIVACY**

Employee shall maintain the confidentiality of all information and records received in the course of carrying out his job duties, in accordance with the provisions of applicable federal and state statutes and regulations including but not limited to California Welfare and Institution Code Section 5328, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45

CFR Part 164 (the “Federal Security Regulations”). These requirements shall extend beyond the effective termination or expiration date of this Agreement. This Section shall not be construed as prohibiting either Party hereto from disclosing information to the extent required by law regulation, or court order, provided such party notifies the other promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

### 13. INDEMNIFICATION

#### A. By TCMHA.

(1) In accordance with and to the extent provided by California’s Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5, TCMHA shall defend and indemnify Employee against and for all losses sustained by Employee in direct consequences of the discharge of Employee’s duties on TCMHA’s behalf for the period of Employee’s employment; provided TCMHA’s obligations shall not apply to any intentional tort or crime committed by Employee, to any actions outside the course and scope of the services provided by Employee under this Agreement, or to any other intentional or malicious or gross negligence of Employee, or to any claims for punitive or exemplary damages alleged and/or awarded against Employee.

(2) In the event that Employee shall serve as the chief executive of other TCMHA-related legal entities as provided in this Agreement, then TCMHA’s obligation to indemnify and defend Employee under this Agreement shall be equally applicable to each TCMHA-related legal entity as though set forth in an indemnity agreement between Employee and that legal entity. TCMHA hereby guarantees the performance of this indemnity obligation by the TCMHA-related legal entity, and shall indemnify and hold Employee harmless against any failure or refusal by TCMHA-related legal entity to perform its obligations under this Section.

(3) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be interpreted to expand TCMHA’s defense and indemnity obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825 *et seq.*) and Government Code Sections 995-996.5. Further, in the event TCMHA provides funds for legal criminal defense pursuant to this subsection and terms of the Government Code, Employee shall reimburse TCMHA for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 through 53243.4.

B. By Employee. Employee shall defend, hold harmless, and indemnify TCMHA against any claim, demand, penalty or other legal action arising out an alleged act or omission occurring in the performance of Employee’s services under this Agreement and which is related to social security taxes, income tax withholding, unemployment insurance, disability insurance, Public Employee Retirement System contributions or benefits, or workers’ compensation insurance.

#### 14. REPRESENTATIVES AND NOTICE

A. TCMHA's Representative. TCMHA hereby designates its Chair or the Chair's designee, to act as its representative for the performance of this Agreement ("TCMHA's Representative"). TCMHA's Representative shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

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

If to Employee:           Ontson Placide  
                                  At the then-current home address  
                                  as shown in TCMHA's personnel files

If to TCMHA:               Governing Board Chair  
                                  Tri-City Mental Health Authority  
                                  1717 North Indian Hill Boulevard, Suite B  
                                  Claremont, CA 91711-2788

with a copy to:           Chief Financial Officer  
                                  Tri-City Mental Health Authority  
                                  1717 North Indian Hill Boulevard, Suite B  
                                  Claremont, CA 91711-2788

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand (including overnight courier service) during receiving Party's regular business hours; (b) the day of delivery if delivered by email or facsimile before or during receiving Party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section 9.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 15. GENERAL PROVISIONS

A. Governing Law. California law shall govern this Agreement and venue shall be in Los Angeles County.

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

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

D. No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement, the Parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

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

F. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any conflict or inconsistency between this Agreement, on the one hand, and any of the exhibits attached hereto or referenced herein, on the other hand, the provisions of this Agreement shall control.

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

H. Entire Agreement. This Agreement shall become effective upon (a) its approval and execution by Employee; and (b) its approval by the Governing Board and execution by TCMHA. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between Employee and TCMHA relating to the subject matter of this Agreement.

*[Signatures on following page]*

**16. EXECUTION**

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

**TRI-CITY MENTAL HEALTH AUTHORITY**

**EMPLOYEE**

By: \_\_\_\_\_  
Jed Leano, Chair of the Governing Board

By:  \_\_\_\_\_  
Ontson Placide

**Attest:**

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

**Approved as to Form:**

RICHARDS WATSON GERSHON

By: \_\_\_\_\_  
Steven L. Flower, General Counsel



## **EXHIBIT A**

### **EXECUTIVE DIRECTOR** **JOB DESCRIPTION**

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

**FLSA STATUS:** Exempt

#### **DEFINITION:**

Pursuant to the Joint Powers Agreement between the Cities of Pomona, Claremont, and La Verne, which created the Tri-City Mental Health Services Program named Tri-City Mental Health Authority (Authority or Tri-City), the Executive Director shall be appointed by the Authority's Governing Board as provided by the Welfare and Institutions Code (WIC), Division 5 (Mental Health Services), Part 2. (The Bronzan-Mccorquodale Act Short-Doyle Act), Chapter 1 (General Provisions), Section 5607 as it now exists or hereafter amended. Under the direction of the Governing Board, the Executive Director shall be the Chief Executive Officer of the Tri-City Mental Health Authority and is responsible for its overall management; implements policies and procedures established by the Governing Board, ensuring compliance with governmental regulations; organizes, directs, coordinates, manages and implements comprehensive local community mental health services for Tri-City Mental Health Authority's system of care and community involvement, exercising significant independent judgment and initiative in a manner that reflects stewardship of the Authority's resources and within established budgets; provides leadership in long-range strategic planning; represents the organization in the community and ensures that Tri-City's programs are implemented and viable; and performs related duties as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The incumbent of this position receives appointment from the local Governing Board as provided by Section 5607 of the WIC; the Executive Director has full responsibility for planning, organizing, and directing the operations of all departments. The Executive Director appoints, oversees, supervises, and directs the Executive Management Team whom are the Department Heads that oversee operational services, including: Finance, Human Resources, Outpatient Medical and Psychiatric Treatment and Diagnostic Services; Clinical Program Services, Mental Health Services Act (MHSA) Program Services, Risk Management, and Compliance Services at the State and Federal levels. The Authority's Executive Management Team includes the Chief Financial Officer, Chief Operations Officer, Director of Clinical Program Services, Medical Director, Director of MHSA and Ethnic Services, and Chief Compliance Officer. The Executive Director also oversees the Joint Power Authority Administrator/Clerk's Office, public affairs, and external relationships with local and state government, mental health organizations, professional groups and the community-at-large; and serves as the visible spoke person for Tri-City.

The Executive Director serves as an advisor to the Governing Board and makes recommendations on all matters pertaining to Tri-City's system of care; implements the Authority's stated vision and purpose; executes strategic plans, goals, and the directives of the Governing Board; cooperates with and acts as liaison between boards, the staff, governmental departments and agencies, the Legislature, and the public; and directs the administrative support and secretarial services to the boards.

The Executive Officer has overall responsibility for the direction and supervision of all Tri-City employees and services including, but not limited to, establishing and accomplishing goals, formulating policy, ensuring accurate service to Tri-City's consumers, ensuring the best competent and talented staff are employed to manage Tri-City's investments and programs, directing the preparation of Tri-City's budget, ensuring the integrity of the Authority's policies and practices, and ensuring the accounting, financial and actuarial programs are sound.

The Executive Director's administrative authority may be delegated to department heads and unit coordinators, in such a manner as may be required for effective organization and delivery of mental health services.

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

- Responsible for all Tri-City activities, programs, and services including directing the development and implementation of goals, objectives, policies and procedures; ensure that established goals and priorities are achieved.
- Directs, and provides guidance of, all activities relating to various administrative management functions for Tri-City including finance, human resources, information technology, HIPAA privacy and security compliance, facilities management, risk management, quality assurance, housing management and development, materials management, and other administrative support functions; prepares the annual MHSA Annual Plan updates, and operational budget for the Governing Board and the California Department of Health Care Services (DHCS); develops, manages, administers, and signs all contracts, grants and policies and procedures.
- Administers the budget and keep the Governing Board advised of financial conditions, program progress, and present and future needs of the Authority; makes recommendations to and consult with the Governing Board on general policies and procedures, short and long-range goals and objectives and proposals for the establishment of new programs, discontinuance of existing programs, or major changes in programs or methods of service delivery.
- Ensures availability of and act on the critical system information required to maintain cost-effective mental health services.
- Organizes, directs, and supervises the Executive Management Team to provide an effective administrative process.
- Participates in or leads interagency and community groups towards effective coordination of community mental health resources.
- Identifies and interprets local mental health needs and mental health center needs to the community, the local Advisory Board, to the local Governing Board, the local Mental Health Commission, the DHCS, and to the Los Angeles County Department of Mental Health.
- Acts as chief staff liaison to the local Advisory Board, to the local Governing Board, the local Mental Health Commission, DHCS, and to Los Angeles County Department of Mental Health.
- Directs the analysis and development of responses to proposed legislation; formulate strategies to achieve the Authority's goals; represents Tri-City at the federal, State, and local level in order to secure necessary fiscal and program support; addresses committees and other groups on subjects relating to

the programs, services, and operations of Tri-City, and positions taken by the boards on proposed laws and other issues.

- Actualizes policies of DHCS, the local Advisory Board, the local Mental Health Commission and the local Governing Board.
- Actively participate as a member of the California Behavioral Health Directors' Association (CBHDA) to insure the Authority stays current in regards to the requirements, legislation, and State and federal policies that govern public mental health services delivery.
- Develops and administers established administration policies and procedures for the Authority in compliance with federal and State regulations including Medicaid, Medicare, Health Insurance Portability and Accountability Act (HIPAA), and the Mental Health Services Act (MHSA).
- Coordinates Tri-City's activities with other public and private entities.
- Determines appropriate staffing levels; selects, supervises, trains, and evaluates staff; and authorizes recruitments, trainings, and conference participation/attendance for all employees.

#### **QUALIFICATIONS:**

The Executive Director shall meet such standards of training and experience as the State Department of Health Care Services, by regulation, shall require. However, if the Authority is unable to secure the services of a person who meets the standards of the State Department of Health Care Services, the Authority may select an alternate administrator.

#### **Education, Training, and Experience:**

There are six (6) categories of education, training, and experience that qualify applicants for the position as follows:

1. A physician and surgeon licensed in the State of California, showing evidence of having completed three years of graduate training in psychiatry as defined in Section 623 to be supplemented by an additional period of two years of training or practice limited to the field of psychiatry, one year of which shall have been administrative experience with a governmental mental health agency; or
2. A psychologist who shall be licensed in the State of California and shall possess a doctorate degree in psychology from an institution of higher education. In addition, the psychologist shall have had at least three years of acceptable clinical psychology experience, two years of which shall be governmental health agency administrative experience; or
3. A clinical social worker who shall possess a master's degree in social work, or higher, and shall be a licensed clinical social worker under provisions of the California Business and Professions Code, and shall have had at least five years mental health experience, two years of which shall have been in governmental health agency administration; or
4. A marriage, family, and child counselor who shall possess a master's degree in an approved behavioral science course of study, and who shall be a licensed marriage, family, and child counselor and have received specific instruction, or its equivalent, as required for licensure on January 1, 1981. In addition, the marriage, family, and child counselor shall have had at least five years of mental health experience, two years of which shall have been administrative experience.

5. A nurse who shall possess a master's degree in psychiatric or public health nursing and shall be licensed as a Registered Nurse by the Board of Registered Nursing in the State of California, and shall have had at least five years mental health experience, two of which shall have been administrative experience. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis for the educational requirements.
6. An administrator who shall have a master's degree in hospital administration, public health care administration, public administration from an accredited college or university, and who shall have at least three years' experience in hospital or health care administration, two of which shall have been in the mental health field.

**Licensure/Registration/Certification:**

Current professional license, if applicable, as stated under the section titled Education, Training, and Experience.

**Knowledge of:**

- Governmental mental health service delivery and mental health personnel.
- Effective budgeting and fiscal management skills.
- California rules and regulations pertaining to mental health including, but not limited to, funding, the Health Insurance Portability and Accountability Act (HIPAA), Federal Health Care Financing Administration, Cal-OSHA, Welfare and Institutions Code, Title 9 of the California Code of Regulations and the Mental Health Services Act.
- Principles of management and organization necessary to plan, develop, implement, coordinate and evaluate Tri-City's programs, activities, services, and operations
- Effective personnel management practices including techniques of selecting, directing, supervising, training and evaluating a diversified multidisciplinary clinical, administrative and clerical staff through subordinate managers.
- Principles and practices of effective fiscal management and budget administration necessary to determine budget requirements, prepare and justify budget requests, and establish internal monitoring and control systems.
- Current trends in political, sociological and economic factors relating to planning and development of a comprehensive public mental health system of care.
- Current social, political, and economic trends and issues affecting public agencies.
- Data processing systems/applications.

**Skill to:**

- Operate a personal computer to utilize a variety of software programs.
- Coordinate the integration and participation of the cities, counties and municipalities in the provision of Tri-City's mental health system of care.

- Effective outreach skills to ensure public and stakeholder participation in program development under the Mental Health Services Act regulations, and other funding mandates as required

**Ability to:**

- Serve effectively as the Chief Executive Officer of the Authority and advisor to the local Governing Board.
- Exercise effective leadership and judgment in policy, personnel, and budgetary matters for the Authority which have an impact on programs and objectives, and adopt effective course of action.
- To understand and analyze federal, State, and Local policies that impact public mental health agencies and services
- Develop, implement, and monitor policies, procedures and standards for the Authority.
- Coordinate all Tri-City activities.
- Represent the Authority in a variety of meetings and interpret mental health services to the community at-large.
- Initiate, cultivate and maintain effective partnerships with variety of public and private partners in the local community and statewide
- Effectively maintain and promote mental health services.
- Prepare and present written reports and make formal presentations.
- Communicate clearly and effectively.
- Establish and maintain effective leadership and management of mental health personnel.

**Special Requirements:**

- Possess and maintain a current valid California Driver License, a satisfactory driving record, and a properly registered and insured vehicle.
- Travel to attend meetings, conferences, and trainings; and to represent Tri-City as required.
- Receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination, which includes a drug/alcohol test; and an administrative review.
- In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

**PHYSICAL STANDARDS:**

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 15 pounds in the performance of daily activities; grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard; near and far vision

in observing work performed, reading correspondence, reports, statistical data, and using a computer; and communicating with others, both on the phone and in person.



## Tri-City Mental Health Authority MONTHLY STAFF REPORT

**DATE:** November 20, 2024

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

**FROM:** Diana Acosta, CPA, Interim Executive Director

**SUBJECT:** Interim Executive Director's Monthly Report

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### **MHSA ANNUAL UPDATE FY 2024-25 A MID-YEAR UPDATE**

An Update to the Tri-City Mental Health Authority Fiscal Year 2024-25 MHSA Annual Update Pursuant To 9 C.C.R. § 3315(B) to Include. The Claremont Gardens Senior Housing Project is being proposed. On Friday, November 8, 2024, Tri-City posted a draft plan amendment for a 30-day public comment period expected to end on December 7, 2024. The document can be found on Tri-City's website as well as on all social media sites including Facebook, Instagram, and Twitter. In addition, this amendment will be distributed to numerous locations including city halls, libraries, and community centers. All written and verbal comments received during this comment period will be reviewed by Tri-City staff and included in the final document.

Tri-City Mental Health Authority proposes to update its 2024-25 MHSA Program Annual Update to utilize existing unspent CSS funding to support the completion of the Claremont Gardens Senior Housing Project at 956 W. Baseline Road, Claremont, California 91711 under the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan in an amount not to exceed three million dollars (\$3,000,000). Under the Mental Health Services Act, Counties may use General System Development funds under their CSS plan for costs associated with purchasing, renovating, or constructing of Project-Based Housing (9 C.C.R. § 3630.05). The proposed plan amendment will support the cost of the final renovation of this property.

### **NOVEMBER IS NATIONAL NATIVE AMERICAN HERITAGE MONTH**

As we observe National Native American Heritage Month, we honor the rich histories, diverse cultures, and enduring contributions of Native American peoples. We recognize that we are on Tongva land, the ancestral territory of the Tongva people, who have cared for this land for thousands of years. This month, we also acknowledge the unique mental health challenges faced by Indigenous communities, including the impacts of historical trauma and ongoing systemic inequities. It is vital that we promote culturally responsive mental health resources and support systems that honor Indigenous wisdom and practices.

## **BEHAVIORAL HEALTH TRANSFORMATION UPDATE**

Since the passing of Proposition 1, Tri-City staff have dedicated their time and attention to participating in numerous workgroups hosted by the California Behavioral Health Directors Association (CBHDA). These virtual meetings are well attended by members of all California counties who are provided the opportunity to offer feedback and recommendations to CBHDA on how the pending changes under the Behavioral Health Services Act (BHSA) may impact their programming. This feedback is then shared with the Department of Health Care Services (DHCS) who is tasked with interpreting Proposition 1 and creating guidelines to inform counties on how to implement the new requirements. Although no final decisions have been made by DHCS regarding the BHSA rollout, Tri-City staff are proactively reviewing current MHSA funded programs to determine if any programs need restructuring or are at risk of defunding. This also allows staff an opportunity to research additional funding sources to supplement the BHSA dollars as needed.

## **SENATE BILL NO. 525 AND 828 NEW MINIMUM WAGE FOR HEALTHCARE WORKERS:**

In previous months, Governing Board was informed about Senate Bill No. 525, which aims to incrementally raise the minimum wage for healthcare workers over the next three years. Initially, the law required the minimum wage for healthcare workers to be raised to \$21 for most healthcare agencies effective June 1, 2024. However, this was delayed to July 1, 2024, in accordance with SB 828. On June 23, 2024, the Governor further delayed the implementation of the healthcare minimum wage increase due to concerns about the State's budget. On October 1, 2024, the DCHS initiated notification to the Legislative Committee commencing the effective date of minimum wage increase as October 15, 2024 or January 1, 2025 for certain county behavioral health facilities.

As Tri-City Mental Health Authority (Tri-City) is one of the healthcare facilities covered by SB 525, the Human Resources Department has identified nine job classifications that will be affected, encompassing about thirty staff members. This will result in an estimated 13.75% increase in salaries which are projected to become effective January 1, 2025. The Governing Board shall anticipate an updated report and salary adjustments in the upcoming December 2024 or January 2025 Board Meeting.

## **HUMAN RESOURCES**

### Staffing – Month Ending October 2024

- Total Staff is 203 full-time and 6 part-time, plus 45 full time vacancies and 4 part-time vacancies for a total of 253 positions.
- There were 3 new hires in October 2024.
- There were 3 separations in October 2024.



**Governing Board of Tri-City Mental Health Authority  
Monthly Staff Report of Diana Acosta, Interim Executive Director  
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Workforce Demographics in October 2024

- American Indian or Alaska Native = 0.48%
- Asian = 8.13%
- Black or African American = 8.13%
- Hispanic or Latino = 61.72%
- Native Hawaiian or Other Pacific Islander = 0.48%
- Other = 2.39%
- Two or more races = 1.91%
- White or Caucasian = 16.75%

Posted Positions in October 2024

- Behavioral Health Specialist – MCCP (1 FTE)
- Clinical Supervisor I- AOP (1 FTE)
- Office Assistant -ATC (1 FTE)
- Office Assistant - CS (1 FTE)
- Office Assistant – Front Desk (1 FTE)
- Office Specialist – Front Desk (1 FTE)
- Peer Support Specialist I/II - COP (1 FTE)

COVID-19 Update

Effective March 1, 2022, the California Department of Public Health (CDPH) required healthcare workers to be vaccinated against COVID-19 or have an approved exemption. As of October 31, 2024, Tri-City staff have a vaccination compliancy rate of 88.99%. 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 October 31, 2024, 32.25% of our current vaccinated workforce has received both vaccinations. As reported in last month's update, Los Angeles County Department of Public Health continues their requirement that all healthcare workers must be vaccinated with both the 2024-2025 influenza and COVID-19 vaccines or wear a mask effective November 1, 2024.



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

**DATE:** November 20, 2024

**TO:** Governing Board of Tri-City Mental Health Authority  
Diana Acosta, Interim Executive Director

**FROM:** Trevor Bogle, Interim Chief Financial Officer

**SUBJECT:** Monthly Finance and Facilities Report

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**UNAUDITED FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED  
SEPTEMBER 30, 2024 (2025 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the three months ended September 30, 2024. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSAs programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$12.6 million. MHSAs operations accounted for approximately \$12.2 million of the increase, which is primarily the result of recognizing MHSAs revenues on hand at the beginning of the fiscal year. MHSAs non-operating revenues are reflected when MHSAs funds have been received and are eligible to be spent.

During fiscal 2024, Tri-City received MHSAs funding of approximately \$20.7 million, of which \$13.2 million were for approved programs for fiscal 2024-25 MHSAs operations and was reflected as MHSAs Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2024. These restricted MHSAs revenues have now been recorded as non-operating revenues in fiscal 2024-25. In addition, during this current fiscal year 2024-25 approximately \$9.6 million in MHSAs funding has been received of which \$2.7 million was identified and approved for use in the current fiscal year 2024-25 and recorded as non-operating revenues, bringing the total MHSAs non-operating revenues recognized to date up to approximately \$15.9 million. Unlike the requirement to reflect all available and **approved** MHSAs funding when received as non-operating revenues, MHSAs 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 \$360 thousand is from Clinic outpatient operations, which is the result of operations for the three months ended September 30, 2024 which includes one-time payments made at the beginning of the year.

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The total cash balance at September 30, 2024 was approximately \$58.2 million, which represents an increase of approximately \$10.4 million from the June 30, 2024 balance of approximately \$47.8 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$3.1 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected an increase in cash of approximately \$7.3 million, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in MHSA cash reflects the receipt of approximately \$9.6 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$8.3 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the three months ended September 30, 2024. As of the date of the report, approximately \$2.6 million of additional receipts are related to fiscal year 2023-24 receivables.

## **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.

### Audit:

As of the date of this report the field work for the annual independent audit has completed and final drafts of the financial statements have been accepted by the audit firm. Issued opinions are expected the week of November 18, 2024.

**Governing Board of Tri-City Mental Health Authority**  
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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 three months ended September 30, 2024.

	<b>MHSA</b>
Cash at June 30, 2024	\$ 36,745,684
Receivables net of Reserve for Cost Report Settlements	1,266,432
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2023-24	(6,737,196) **
Reserved for future CFTN Projects	(255,700)
Total Estimated Adjustments to Cash	<u>(7,926,464)</u>
Estimated Available at June 30, 2025	<u>\$ 28,819,220</u>
Estimated remaining MHSA funds to be received in FY 2023-24	\$ 4,536,898

\* 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 –**

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.

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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.

**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	<b>14,638,889</b>	75,622,843
<b>Expended in:</b>							
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 **				<b>7,528,712</b>	<b>2,129,894</b>	-	<b>9,658,606</b>
2024-25 **					<b>7,009,452</b>	<b>5,640,728</b>	<b>12,650,180</b>
2025-26							-
<b>Total Expended</b>	<b>8,797,914</b>	<b>9,293,482</b>	<b>11,824,329</b>	<b>13,252,035</b>	<b>9,139,346</b>	<b>5,640,728</b>	<b>66,624,682</b>
Unspent Balance	-	-	-	-	-	8,998,161	8,998,161

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

\*=Based on latest revenue projections

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

**Governing Board of Tri-City Mental Health Authority  
Diana Acosta, Interim Executive Director  
Monthly Staff Report of Trevor Bogle  
November 20, 2024  
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The following table was copied directly from latest information provided from DHCS:

**INN reversion waterfall analysis**

INN	Reallocated		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	
	AB 114	FY 17-18						
Encumbered Unspent Funds <sup>3</sup>	799,187	302,889	580,471	550,879	784,114	245,707	-	
Unencumbered Unspent Funds <sup>4</sup>	-	-	-	-	-	628,829	620,101	
<b>Unspent Balance</b>	<b>799,187</b>	<b>302,889</b>	<b>580,471</b>	<b>550,879</b>	<b>784,114</b>	<b>874,536</b>	<b>874,536</b>	
<b>Encumbered Funds Starting Balance →</b>	<b>799,187</b>	<b>302,889</b>	<b>580,471</b>	<b>550,879</b>	<b>784,114</b>	<b>245,707</b>	<b>-</b>	
<b>Applied Expenditure ↓</b>								<b>Applied Expenditure ↓</b>
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								
<b>Encumbered Unspent Balance →</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>371,537</b>	<b>784,114</b>	<b>245,707</b>	<b>-</b>	

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

Attachments:

*Attachment 9-A: September 30, 2024 Unaudited Monthly Financial Statements*

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

	AT SEPTEMBER 30, 2024			AT JUNE 30, 2024		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
<b>Current Assets</b>						
Cash	\$ 12,647,660	\$ 45,590,455	\$ 58,238,115	\$ 11,061,930	\$ 36,745,684	\$ 47,807,614
Accounts receivable, net of reserve for uncollectible accounts \$652,479 at September 30, 2024 and \$945,619 at June 30, 2024	4,814,214	4,574,521	9,388,735	6,958,443	6,511,598	13,470,040
<b>Total Current Assets</b>	<b>17,461,875</b>	<b>50,164,976</b>	<b>67,626,851</b>	<b>18,020,372</b>	<b>43,257,282</b>	<b>61,277,654</b>
<b>Property and Equipment</b>						
Land, building, furniture and equipment	4,117,276	10,932,481	15,049,757	4,100,520	10,766,682	14,867,203
Accumulated depreciation	(2,891,757)	(5,077,724)	(7,969,480)	(2,864,375)	(4,972,020)	(7,836,395)
Rights of use assets-building lease	1,753,343	-	1,753,343	1,753,343	-	1,753,343
Accumulated amortization-building lease	(1,484,859)	-	(1,484,859)	(1,395,366)	-	(1,395,366)
Rights of use assets-SBITA	1,298,467	-	1,298,467	1,298,467	-	1,298,467
Accumulated amortization-SBITA	(588,073)	-	(588,073)	(588,073)	-	(588,073)
<b>Total Property and Equipment</b>	<b>2,204,397</b>	<b>5,854,758</b>	<b>8,059,155</b>	<b>2,304,516</b>	<b>5,794,663</b>	<b>8,099,179</b>
<b>Other Assets</b>						
Deposits and prepaid assets	569,794	63,245	633,039	93,757	63,245	157,002
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
<b>Total Noncurrent Assets</b>	<b>2,774,191</b>	<b>8,718,003</b>	<b>11,492,194</b>	<b>2,398,273</b>	<b>8,657,908</b>	<b>11,056,181</b>
<b>Total Assests</b>	<b>20,236,066</b>	<b>58,882,979</b>	<b>79,119,045</b>	<b>20,418,645</b>	<b>51,915,190</b>	<b>72,333,835</b>
<b>Deferred Outflows of Resources</b>						
Deferred outflows related to the net pension liability	6,257,996	-	6,257,996	6,257,996	-	6,257,996
<b>Total Deferred Outflows of Resources</b>	<b>6,257,996</b>	<b>-</b>	<b>6,257,996</b>	<b>6,257,996</b>	<b>-</b>	<b>6,257,996</b>
<b>Total Assests and Deferred Outflows of Resouces</b>	<b>\$ 26,494,062</b>	<b>\$ 58,882,979</b>	<b>\$ 85,377,041</b>	<b>\$ 26,676,641</b>	<b>\$ 51,915,190</b>	<b>\$ 78,591,831</b>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	812,989	50,813	863,802	608,213	452,165	1,060,378
Accrued payroll liabilities	706,073	58,148	764,221	93,247	262,608	355,855
Accrued vacation and sick leave	617,183	1,254,125	1,871,307	636,668	1,264,537	1,901,206
Deferred revenue	766,811	-	766,811	496,724	-	496,724
Reserve for Medi-Cal settlements	3,699,567	3,308,089	7,007,656	3,673,280	3,201,942	6,875,222
Current portion of lease liability	268,484	-	268,484	357,977	-	357,977
Current portion of SBITA liability	308,979	-	308,979	308,979	-	308,979
<b>Total Current Liabilities</b>	<b>7,180,087</b>	<b>4,671,174</b>	<b>11,851,261</b>	<b>6,175,088</b>	<b>5,181,252</b>	<b>11,356,340</b>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	<b>(1,370,035)</b>	<b>1,370,035</b>	<b>-</b>	<b>177,414</b>	<b>(177,414)</b>	<b>-</b>
<b>Long-Term Liabilities</b>						
Lease liability	-	-	-	-	-	-
SBITA liability	401,415	-	401,415	401,415	-	401,415
Net pension liability	9,745,737	-	9,745,737	9,745,737	-	9,745,737
Unearned MHSA revenue	-	8,257,734	8,257,734	-	1,383,814	1,383,814
<b>Total Long-Term Liabilities</b>	<b>10,147,152</b>	<b>8,257,734</b>	<b>18,404,866</b>	<b>10,147,152</b>	<b>1,383,814</b>	<b>11,530,966</b>
<b>Total Liabilities</b>	<b>15,957,204</b>	<b>14,298,943</b>	<b>30,256,147</b>	<b>16,499,654</b>	<b>6,387,651</b>	<b>22,887,305</b>
<b>Deferred Inflow of Resources</b>						
MHSA revenues restricted for future period	-	-	-	-	13,188,357	13,188,357
Deferred inflows related to the net pension liability	156,688	-	156,688	156,688	-	156,688
<b>Total Deferred Inflow of Resources</b>	<b>156,688</b>	<b>-</b>	<b>156,688</b>	<b>156,688</b>	<b>13,188,357</b>	<b>13,345,045</b>
<b>NET POSITION</b>						
Invested in capital assets net of related debt	1,225,519	5,854,758	7,080,277	1,236,145	5,794,663	7,030,808
Restricted for MHSA programs	-	38,729,278	38,729,278	-	26,544,519	26,544,519
Unrestricted	9,154,650	-	9,154,650	8,784,153	-	8,784,153
<b>Total Net Position</b>	<b>10,380,169</b>	<b>44,584,036</b>	<b>54,964,205</b>	<b>10,020,298</b>	<b>32,339,182</b>	<b>42,359,480</b>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<b>\$ 26,494,062</b>	<b>\$ 58,882,979</b>	<b>\$ 85,377,041</b>	<b>\$ 26,676,641</b>	<b>\$ 51,915,190</b>	<b>\$ 78,591,831</b>

**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**  
**THREE MONTHS ENDED SEPTEMBER 30, 2024 AND 2023**

	PERIOD ENDED 9/30/24			PERIOD ENDED 9/30/23		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 1,159,263	\$ 1,561,481	\$ 2,720,744	\$ 874,426	\$ 881,268	\$ 1,755,693
Medi-Cal SGF-EPSDT	292,055	413,107	705,162	190,012	193,925	383,937
Medicare	2,375	1,306	3,681	934	963	1,897
Contracts	-	8,035	8,035	-	7,684	7,684
Patient fees and insurance	-	-	-	21	-	21
Rent income - TCMH & MHSA Housing	3,234	17,622	20,856	2,772	20,479	23,251
Other income	236	215	451	72	39	111
<b>Net Operating Revenues</b>	<b>1,758,206</b>	<b>2,254,764</b>	<b>4,012,969</b>	<b>1,068,236</b>	<b>1,104,359</b>	<b>2,172,595</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	2,121,570	4,941,831	7,063,401	2,024,179	4,209,987	6,234,166
Facility and equipment operating cost	158,196	407,525	565,721	127,081	288,226	415,308
Client lodging, transportation, and supply expense	2,969	415,492	418,461	94,249	22,240	116,490
Depreciation & amortization	74,369	148,209	222,578	74,772	152,720	227,493
Other operating expenses	249,834	686,368	936,203	230,197	535,026	765,223
<b>Total Operating Expenses</b>	<b>2,606,939</b>	<b>6,599,425</b>	<b>9,206,364</b>	<b>2,550,479</b>	<b>5,208,199</b>	<b>7,758,678</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(848,734)</b>	<b>(4,344,661)</b>	<b>(5,193,395)</b>	<b>(1,482,243)</b>	<b>(4,103,841)</b>	<b>(5,586,084)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	913,838	-	913,838	913,838	-	913,838
MHSA funds	-	15,917,286	15,917,286	-	15,271,851	15,271,851
Grants and Contracts	150,088	-	150,088	204,230	-	204,230
Interest Income net with FMV	144,679	672,229	816,908	55,928	298,741	354,669
<b>Total Non-Operating Revenues (Expense)</b>	<b>1,208,604</b>	<b>16,589,515</b>	<b>17,798,120</b>	<b>1,173,995</b>	<b>15,570,592</b>	<b>16,744,587</b>
<b>INCOME (LOSS)</b>	<b>359,871</b>	<b>12,244,854</b>	<b>12,604,725</b>	<b>(308,248)</b>	<b>11,466,751</b>	<b>11,158,504</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>359,871</b>	<b>12,244,854</b>	<b>12,604,725</b>	<b>(308,248)</b>	<b>11,466,751</b>	<b>11,158,504</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>10,020,298</b>	<b>32,339,182</b>	<b>42,359,480</b>	<b>8,339,823</b>	<b>28,499,655</b>	<b>36,839,477</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 10,380,169</b>	<b>\$ 44,584,036</b>	<b>\$ 54,964,205</b>	<b>\$ 8,031,575</b>	<b>\$ 39,966,406</b>	<b>\$ 47,997,981</b>

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

**Definitions:**

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

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

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

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



**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING STATEMENTS OF CASH FLOWS  
THREE MONTHS ENDED SEPTEMBER 30, 2024 AND 2023**

	PERIOD ENDED 9/30/24			PERIOD ENDED 9/30/23		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 3,926,559	\$ 4,353,693	\$ 8,280,252	\$ 306,764	\$ 26,894	\$ 333,657
Cash payments to suppliers and contractors	(729,248)	(1,953,242)	(2,682,490)	(813,533)	(922,588)	(1,736,121)
Payments to employees	(1,528,230)	(5,156,703)	(6,684,933)	(1,926,746)	(3,904,067)	(5,830,814)
	<u>1,669,081</u>	<u>(2,756,252)</u>	<u>(1,087,171)</u>	<u>(2,433,516)</u>	<u>(4,799,762)</u>	<u>(7,233,278)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	9,602,317	9,602,317	-	11,840,908	11,840,908
CalHFA-State Administered Projects	-	532	532	-	30,266	30,266
Realignment	913,838	-	913,838	2,237,749	-	2,237,749
Grants and Contracts	445,994	-	445,994	287,508	-	287,508
	<u>1,359,832</u>	<u>9,602,849</u>	<u>10,962,681</u>	<u>2,525,257</u>	<u>11,871,173</u>	<u>14,396,430</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(16,755)	(165,799)	(182,554)	(10,555)	(463,040)	(473,595)
Intercompany-MHSA & TCMH	(1,547,449)	1,547,449	-	(607,326)	607,326	-
	<u>(1,564,204)</u>	<u>1,381,650</u>	<u>(182,554)</u>	<u>(617,882)</u>	<u>144,286</u>	<u>(473,595)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	81,816	403,657	485,473	43,957	248,866	292,823
	<u>81,816</u>	<u>403,657</u>	<u>485,473</u>	<u>43,957</u>	<u>248,866</u>	<u>292,823</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	1,546,525	8,631,904	10,178,428	(482,184)	7,464,564	6,982,380
<b>Cash Equivalents at Beginning of Year</b>	11,061,930	36,745,684	47,807,614	8,976,643	30,118,745	39,095,388
<b>Cash Equivalents at End of Month</b>	<u>\$ 12,608,454</u>	<u>\$ 45,377,588</u>	<u>\$ 57,986,042</u>	<u>\$ 8,494,459</u>	<u>\$ 37,583,309</u>	<u>\$ 46,077,768</u>
<b>Cash from the Balance Sheet</b>	<u>12,647,660</u>	<u>45,590,455</u>	<u>58,238,115</u>	<u>8,500,752</u>	<u>37,584,099</u>	<u>46,084,850</u>
<b>YTD Gain/(Loss) from GASB 31 Fair Market Value</b>	<u>\$ 39,206</u>	<u>\$ 212,867</u>	<u>\$ 252,073</u>	<u>\$ 6,293</u>	<u>\$ 790</u>	<u>\$ 7,083</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**  
**THREE MONTHS ENDING SEPTEMBER 30, 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
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 1,264,191	\$ 1,475,978	\$ (211,787)	\$ 1,702,815	\$ 2,759,260	\$ (1,056,444)	\$ 2,967,006	\$ 4,235,237	\$ (1,268,231)
Medi-Cal SGF-EPSDT	318,490	457,692	(139,202)	450,499	528,148	(77,649)	768,988	985,840	(216,851)
Medicare	2,375	1,250	1,125	1,306	650	656	3,681	1,900	1,781
Patient fees and insurance	-	250	(250)	-	125	(125)	-	375	(375)
Contracts	-	-	-	8,035	7,000	1,035	8,035	7,000	1,035
Rent income - TCMH & MHSA Housing	3,234	2,772	462	17,622	15,000	2,622	20,856	17,772	3,084
Other income	236	150	86	215	50	165	451	200	251
Provision for contractual disallowances	(131,362)	(193,367)	62,005	(178,725)	(328,740)	150,014	(310,088)	(522,107)	212,019
Provision for contractual disallowances prior year	301,043	-	301,043	252,997	-	252,997	554,040	-	554,040
<b>Net Operating Revenues</b>	<b>1,758,206</b>	<b>1,744,725</b>	<b>13,481</b>	<b>2,254,764</b>	<b>2,981,493</b>	<b>(726,729)</b>	<b>4,012,969</b>	<b>4,726,217</b>	<b>(713,248)</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	2,121,570	2,607,138	(485,568)	4,941,831	5,728,634	(786,803)	7,063,401	8,335,772	(1,272,371)
Facility and equipment operating cost	158,196	140,403	17,793	409,391	347,488	61,904	567,587	487,891	79,697
Client program costs	2,969	2,833	136	415,492	150,758	264,734	418,461	153,591	264,870
Grants	17,531	341,424	(323,893)	21,384	92,905	(71,521)	38,915	434,330	(395,414)
MHSA training/learning costs	-	-	-	59,889	17,931	41,959	59,889	17,931	41,959
Depreciation & amortization	74,369	49,370	24,999	148,209	156,078	(7,869)	222,578	205,448	17,131
Other operating expenses	232,303	129,942	102,361	603,229	690,291	(87,062)	835,532	820,233	15,299
<b>Total Operating Expenses</b>	<b>2,606,939</b>	<b>3,271,110</b>	<b>(664,171)</b>	<b>6,599,425</b>	<b>7,184,083</b>	<b>(584,659)</b>	<b>9,206,364</b>	<b>10,455,194</b>	<b>(1,248,830)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(848,734)</b>	<b>(1,526,386)</b>	<b>677,652</b>	<b>(4,344,661)</b>	<b>(4,202,591)</b>	<b>(142,071)</b>	<b>(5,193,395)</b>	<b>(5,728,976)</b>	<b>535,582</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	913,838	1,100,000	(186,162)	-	-	-	913,838	1,100,000	(186,162)
MHSA Funding	-	-	-	15,917,286	16,693,035	(775,749)	15,917,286	16,693,035	(775,749)
Grants and contracts	150,088	800,310	(650,223)	-	-	-	150,088	800,310	(650,223)
Interest (expense) income, net	144,679	48,730	95,949	672,229	342,501	329,729	816,908	391,231	425,678
<b>Total Non-Operating Revenues (Expense)</b>	<b>1,208,604</b>	<b>1,949,040</b>	<b>(740,436)</b>	<b>16,589,515</b>	<b>17,035,536</b>	<b>(446,020)</b>	<b>17,798,120</b>	<b>18,984,576</b>	<b>(1,186,456)</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ 359,871</b>	<b>\$ 422,655</b>	<b>\$ (62,784)</b>	<b>\$ 12,244,854</b>	<b>\$ 12,832,945</b>	<b>\$ (588,091)</b>	<b>\$ 12,604,725</b>	<b>\$ 13,255,600</b>	<b>\$ (650,875)</b>

**Definitions:**

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

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

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

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
THREE MONTHS ENDING SEPTEMBER 30, 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 lower than the budget by \$713 thousand for the following reasons:*

- 1 **Medi-Cal FFP revenues for FY 2024-25** were \$1.3 million lower than the budget. Medi-Cal FFP revenues were \$212 thousand lower for TCMH and approximately \$1.1 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$233 thousand and the children program revenues were higher by \$21 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$924 thousand and the Children and TAY FSP programs were lower by \$132 thousand.
- 2 **Medi-Cal SGF-EPSTD revenues for fiscal year 2024-25** were lower than budget by \$217 thousand of which \$139 thousand lower were from TCMH and \$78 thousand lower were from MHSA. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
- 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 approximately \$1 thousand higher than the budget.
- 5 **Rent Incomes** are higher than the budget by \$3 thousand. The rental income represents the payments collected from Genoa pharmacy for space leasing at the 2008 N. Garey Avenue and from the tenants staying at the MHSA house on Park Avenue.
- 6 **Provision for contractual disallowances** for fiscal year 2024-25 was lower than budget by \$212 thousand. Furthermore, due to the State's completion of FY15-16 cost report audit, the overall reserves were reduced by another \$554 thousand. This prior year's reserves write off essentially increases the current year's net operating revenues.

**Operating Expenses**

*Operating expenses were lower than budget by \$1.2 million for the following reasons:*

- 1 **Salaries and benefits** are approximately \$1.3 million lower than budget and of that amount, salaries and benefits are \$485 thousand lower for TCMH operations and are \$787 thousand lower for MHSA operations. These variances are due to the following:  
  
TCMH salaries are lower than budget by \$338 thousand due to vacant positions and benefits are lower than budget by \$147 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 \$600 thousand. The direct program salary costs are lower by \$402 thousand due to vacant positions and the administrative salary costs are lower than budget by \$198 thousand. Benefits are lower than the budget by \$187 thousand. Of that, health insurance was lower than budget by \$180 thousand, state unemployment insurance \$40 thousand, workers compensation \$12 thousand and medicare tax \$14 thousand. These lower costs are offset with higher retirement insurance due to the annual payment of CalPERS Unfunded Accrued Liability in July.
- 2 **Facility and equipment operating costs** were higher than the budget by \$80 thousand of which \$18 thousand higher was from TCMH and \$62 thousand higher was from MHSA. Overall, building and facility costs were higher than the budget by \$60 thousand due to repairs and maintenance costs at the 2008 N. Garey building and the Community Therapeutic Garden. The equipment costs were higher by another \$20 thousand.
- 3 **Client program costs** are higher than the budget by \$265 thousand due to a payment of \$396 thousand to the City of Pomona Hope for Home Year-Round Emergency Shelter early in the year while the budget is evenly spread out over a fiscal year.
- 4 **Grants for fiscal year 2024-25** are \$395 thousand lower than the budget due to timing. These are the sub-grants awarded under the TCMH Mental Health Student Services Act program, the community grants under the MHSA PEI Community Wellbeing project and the Student Loan Forgiveness program under the MHSA WET plan.
- 5 **MHSA learning and training costs** are \$42 thousand higher than the budget.
- 6 **Depreciation and amortization** are \$17 thousand higher than the budget.
- 7 **Other operating expenses** were higher than the budget by \$15 thousand of which \$102 thousand higher were from TCMH offset by \$87 thousand lower from MHSA. Overall, the higher costs were due to higher personnel recruiting fees, attorney fees, dues and subscriptions, and liability insurance costs. These higher costs are offset with lower professional fees and conference fees.

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
THREE MONTHS ENDING SEPTEMBER 30, 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)**

**Non-Operating Revenues (Expenses)**

*Non-operating revenues, net, are lower than budget by approximately \$1.2 million as follows:*

- 1 **TCMH non-operating revenues** are \$740 thousand lower than the budget. Of that, realignment fund was lower than the budget by \$186 thousand, grants and contracts were lower by \$650 thousand, and interest income net with fair market value was higher by \$96 thousand.
- 2 **MHSA non-operating revenue** is approximately \$776 lower than the budget. In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 12,056,637	\$ 12,056,637	\$ -
<b>PEI funds received and available to be spent</b>	3,230,663	4,006,412	(775,749)
<b>WET funds received and available to be spent</b>	-	-	-
<b>CFTN funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	629,986	629,986	-
<b>Non-operating revenues recorded</b>	<u>\$ 15,917,286</u>	<u>\$ 16,693,035</u>	<u>\$ (775,749)</u>

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

**PEI recorded revenue** is lower than budget by \$776 thousand. The difference is due to the amount received and available for the PEI plan through September 2024. The additional funds received during the fiscal year 2024-25 will be recorded as revenue up to the budgeted amount.

**Interest income net with Fair Market Value for MHSA** is higher than budget by \$330 thousand.

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**THREE MONTHS ENDED SEPTEMBER 30, 2024 AND 2023**

	PERIOD ENDED 9/30/24			PERIOD ENDED 9/30/23		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 1,159,263	\$ 1,561,481	\$ 2,720,744	\$ 874,426	\$ 881,268	\$ 1,755,693
Medi-Cal SGF-EPSDT	292,055	413,107	705,162	190,012	193,925	383,937
Medicare	2,375	1,306	3,681	934	963	1,897
Realignment	913,838	-	913,838	913,838	-	913,838
MHSA funds	-	15,917,286	15,917,286	-	15,271,851	15,271,851
Grants and contracts	150,088	8,035	158,123	204,230	7,684	211,914
Patient fees and insurance	-	-	-	21	-	21
Rent income - TCMH & MHSA Housing	3,234	17,622	20,856	2,772	20,479	23,251
Other income	236	215	451	72	39	111
Interest Income	144,679	672,229	816,908	55,928	298,741	354,669
<b>Total Revenues</b>	<b>2,966,810</b>	<b>18,844,279</b>	<b>21,811,089</b>	<b>2,242,231</b>	<b>16,674,951</b>	<b>18,917,182</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	2,121,570	4,941,831	7,063,401	2,024,179	4,209,987	6,234,166
Facility and equipment operating cost	158,196	407,525	565,721	127,081	288,226	415,308
Client lodging, transportation, and supply expense	2,969	415,492	418,461	94,249	22,240	116,490
Depreciation & amortization	74,369	148,209	222,578	74,772	152,720	227,493
Other operating expenses	249,834	686,368	936,203	230,197	535,026	765,223
<b>Total Expenses</b>	<b>2,606,939</b>	<b>6,599,425</b>	<b>9,206,364</b>	<b>2,550,479</b>	<b>5,208,199</b>	<b>7,758,678</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>359,871</b>	<b>12,244,854</b>	<b>12,604,725</b>	<b>(308,248)</b>	<b>11,466,751</b>	<b>11,158,504</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	10,020,298	32,339,182	42,359,480	8,339,823	28,499,655	36,839,477
<b>NET POSITION, END OF MONTH</b>	<b>\$ 10,380,169</b>	<b>\$ 44,584,036</b>	<b>\$ 54,964,205</b>	<b>\$ 8,031,575</b>	<b>\$ 39,966,406</b>	<b>\$ 47,997,981</b>

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

**Definitions:**

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

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

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

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



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

**DATE:** November 20, 2024

**TO:** Governing Board of Tri-City Mental Health Authority  
Diana Acosta, CPA, Interim Executive Director

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

**SUBJECT:** Monthly Clinical Services Report

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**CLINICAL SERVICES UPDATE**

California Health Improvement Project

The California Health Improvement Project at TCMHA continues to develop processes that and fosters stronger therapeutic alliances between mental health treatment staff and clients. Staff, community partner, and client interviews highlighted the need to strengthen the therapeutic alliance between mental health treatment staff and clients. To address this finding, the project will launch a series of training sessions beginning in January 2025, aimed at improving collaboration, communication, between clients and providers. The objective is to enhance the relationship dynamics, ultimately leading to better treatment outcomes.

San Gabriel Valley Crisis Assistance Response & Engagement (SGV CARE) Program Evaluation

The Chief Clinical Officer is actively participating with the San Gabriel Valley Council of Governments (SGVCOG), the SGV Care Advisory Board, and RAND to evaluate the (SGV CARE) program. This initiative, funded by the National Institute of Justice (NIJ), is piloting a co-responder model in six municipalities across eastern Los Angeles County (Arcadia, La Verne, Monrovia, Montebello, and South Pasadena). The evaluation will focus on two main aspects: 1) identifying the factors that influence the implementation of the co-responder model and its adaptation to an alternative clinician-only response model in La Verne and Monrovia, and 2) assessing the effectiveness of these models, particularly with vulnerable populations.

The evaluation will gather insights on implementation challenges, barriers, and facilitators, while also assessing client outcomes and the overall community impact. The Chief Clinical Officer is serving in an advisory capacity to the evaluation.

### TCMHA Mobile Crisis Care Program

The Mobile Crisis Care program is progressing as planned, with 60% of program staff hired and undergoing an intensive onboarding and training process. The training focuses on critical areas such as crisis intervention, assessment, safety planning, resource navigation, and customer service. Staff members are now beginning to assume shifts, with a grand opening of the program scheduled for January 2025.

### Therapeutic Community Garden Grand Re-Opening

On October 10, 2024, Tri-City Mental Health Authority (TCMHA) hosted the grand re-opening of the Therapeutic Community Garden. After several years of planning and development, the garden is once again open to clients and community groups. The well-attended event included participation from community members, clients, TCMHA Governing Board and Commission members, and TCMHA staff. Attendees enjoyed garden tours and craft activities. Board and Commission members cut the ribbon to officially mark the re-opening of the garden, which will now offer therapeutic horticultural activities once again.



## **ACCESS TO CARE**

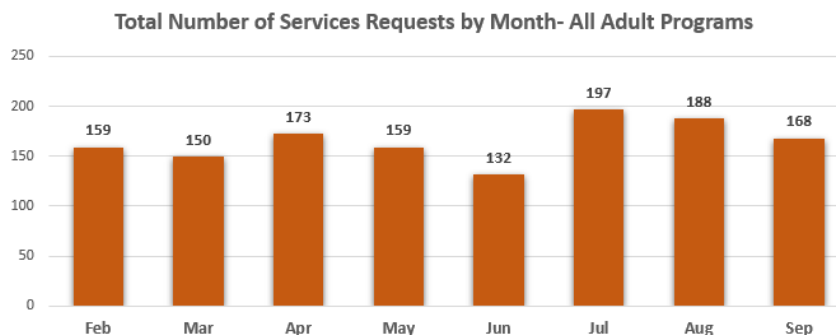
### Adult Services

The Access to Care department at Tri-City Mental Health serves as the primary entry point for individuals seeking mental health services. This department is responsible for processing service requests, handling registrations, and conducting intake assessments. By centralizing these functions, the Access to Care team helps streamline the process for individuals seeking services, making it easier for them to connect with the support they need.

From February 1, 2024, to September 30, 2024, a total of 1,348 service requests were received for all adult programs. This data, covering an 8-month period, highlights the significant demand for mental health services within the community, with an average of approximately 165 service requests per month from individuals aged 26 and above.

The Access to Care team plays a vital role in assessing the unique needs of each individual and connecting them to the appropriate resources and services. By conducting thorough assessments and offering personalized support, our department ensures that individuals receive the mental health care they require. Our efforts are central to helping people access the necessary services and support to improve their well-being.

**Graph 1: Total number of Service Requests for all Adult Programs.**



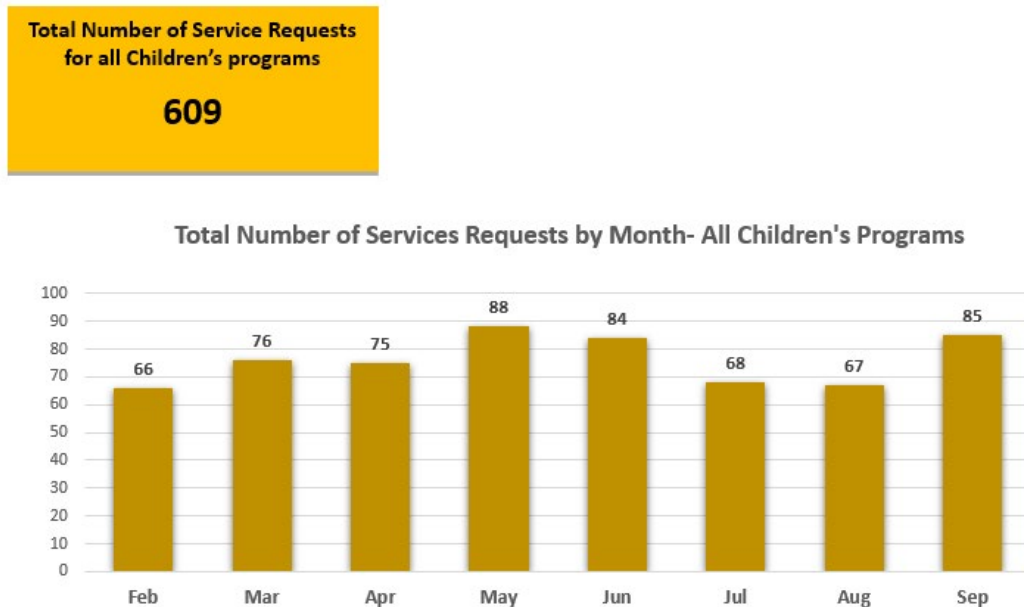
**\*Data above also includes service requests processed by adult FSP team.**

### Children and Family Services

From **February 1, 2024 through September 30, 2024** there were approximately 609 individuals that sought services through our **Children and Family programs**. There was an average of approximately 76 individuals per month aged 0-25 seeking services either on their own or with their caregivers and families. This data also includes service requests processed by the FSP department.



Graph 2: Total number of Service Requests for all Children's Programs. \*



\*Data above also includes service requests processed by the children/TAY FSP team.

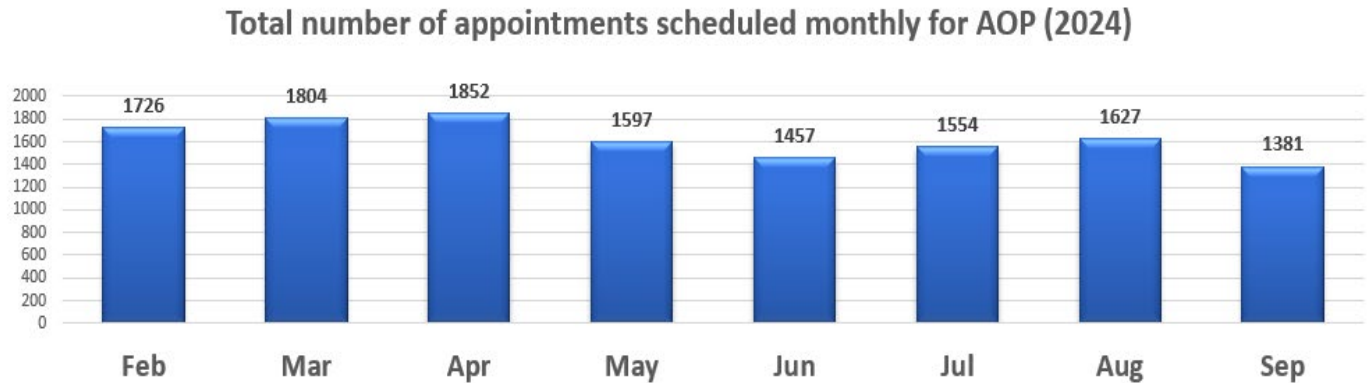
### Intake Assessments Scheduled

After an individual has a service request processed, depending on their need, they will get scheduled for an intake assessment here at Tri-City Mental Health. Below is the data that reflects how many intake appointments were scheduled for both our adult program and our Children and Family Programs over the past 8 months. The total number of intakes scheduled in this past eight months for adults and children is **2,632**. This data includes initial intake assessment appointments and rescheduled intake assessments appointments.

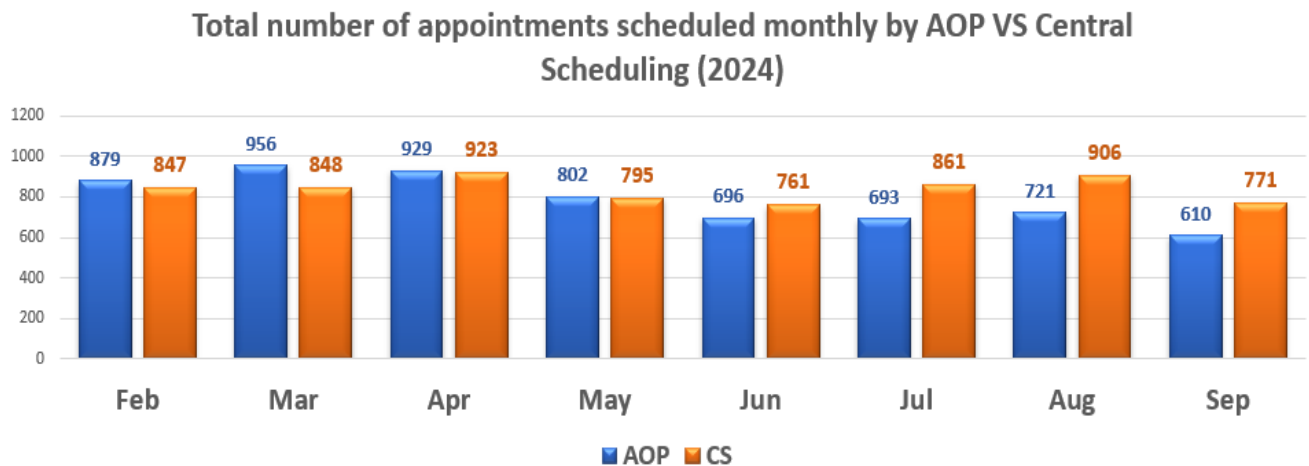
### Centralized Scheduling

In the last 8 months (February/2024 to September/2024), there have been a total of **12,998** appointments scheduled for the adult outpatient team, with **6,712** of those appointments being scheduled directly by the Centralized Scheduling team (see graph 1). Our Centralized Scheduling team plays a pivotal role in our clients having their scheduling/rescheduling needs handled in a streamlined and efficient manner, in addition to our providers feeling supported with managing these administrative tasks. Adult outpatient providers will schedule their own follow-up appointments once a client has shown to their appointment. Therefore, seeing the high number of appointments scheduled by our providers over the past 8 months of **6,286** (see graph 2) one can infer that clients are showing to their appointments and having a follow-up appointment scheduled. There is an average of approximately **1,624** appointments for the adult outpatient clients being scheduled per month.

**Graph 1: Total number of appointments scheduled by month for the Adult Outpatient Program**

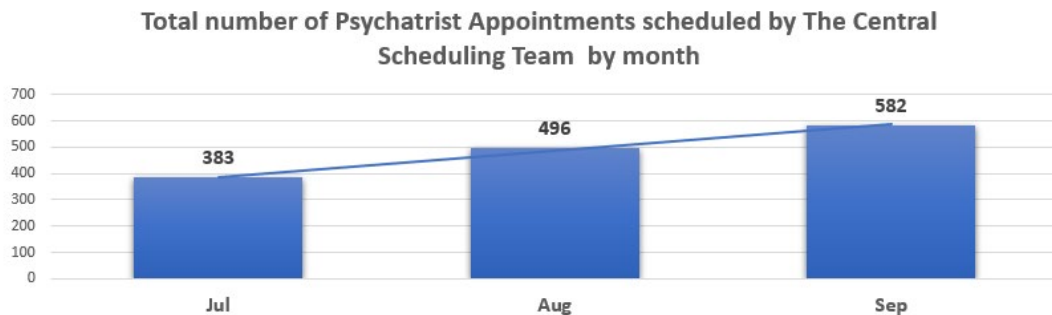


**Graph 2: Total number of appointments scheduled by CST team vs. Clinical Team.**



In July/2024, the Centralized Scheduling department took on the scheduling of appointments for our psychiatrists who work with our adult population. This includes managing all psychiatrist appointments, except initial medication evaluations. In a span of three months, the CST team scheduled approximately, 1,461 appointments for our psychiatrists. **(See graph 3 below)**. One of the main goals of the Centralized Scheduling team is to allow for ease of access in terms of scheduling and to provide an additional layer of support for our providers to ensure their clients are scheduled. For our Centralized Scheduling department, each appointment scheduled represents an individual getting connected to the support they need to support their mental health wellness.

**Graph 3: Total Number of appointments scheduled for psychiatrists by CST -July-September/2024**



### Inter-department collaborations

Central Scheduling (CS) works closely and collaborates daily with multiple departments across the organization. One key collaboration is with the Best Practices and Quality Improvement (QI) departments, which send out monthly reports and record-keeping communications related to client engagement and other client/provider data. CS is responsible for thoroughly reviewing past appointment histories to assess accuracy, a task that requires meticulous attention to detail. Identifying any discrepancies is crucial, and timely reporting is an essential part of the collaboration between these departments.

Another example of CS collaboration is with the Medication Support Services (MSS) team. CS and MSS communicate daily regarding initial medical evaluation requests and routine follow-up appointment scheduling. Both teams work together to strategically manage provider schedules, anticipate availability, and ensure timely service delivery within the required timeframe. This close coordination helps reduce client fallout and ensures that appointments are neither overlooked nor missed.

CS also maintains an ongoing partnership with the Adult Outpatient Program (AOP). AOP was the first Tri-City program to integrate with the CS scheduling workflow, serving as a foundational component in the development of CS processes. As one of the largest programs within Tri-City, AOP serves a significant number of clients. The partnership between CS and AOP is vital for effective communication and seamless support for our community members.

Lastly, CS collaborates with the Front Desk and Medical Records teams to ensure smooth coordination before, during, and after service requests. This collaboration is essential for facilitating seamless connections to CS and for ensuring clients are linked to other relevant resources, streamlining the entire scheduling process.

Through these inter-departmental collaborations, CS plays a central role in optimizing the scheduling process and enhancing overall service delivery.

## **THERAPEUTIC COMMUNITY GARDEN**

### External Outreach



*Above: Picture from Grand Re-opening featuring various Tri-City Staff.*

### Adelante- Noche de Recuerdos Highlight

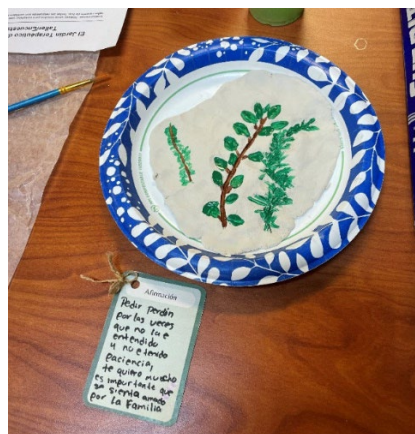
The Adelante, Noche de Recuerdos event was a great success, with 24 community members from Pomona participating in the workshop facilitated by the TCG team. The event provided an opportunity for attendees to explore various coping tools to honor and remember their loved ones who have passed away. Some of the tools shared during the workshop included participating in celebratory rituals, storytelling to preserve the memories of loved ones, and practicing mindfulness. The experiential portion of the workshop focused on rock painting, where participants were encouraged to decorate a rock with an affirmation or message connected to their loved one. This therapeutic exercise had a profound impact, as many individuals shared that certain memories resurfaced as they painted their rocks. The Noche de Recuerdos event was a meaningful moment of healing, offering participants a chance to reflect, process, and find comfort. Many attendees expressed that the workshop was not only a meaningful way to honor their loved ones but also a therapeutic experience that contributed positively to their well-being.



*Above: Rocks that workshop attendees created during Noche de Recuerdos event.*

### Internal Outreach

TCG collaborated with the Early Psychosis Program to offer a workshop for Spanish-speaking parents and guardians of youth currently enrolled in the program. The focus of the workshop was to help these parents (11 in total) enhance their coping skills and educate them on how to be a more stable and supportive presence for their children. The goal was to teach them how to be "the calm in the storm" by providing strategies for being a more responsive and nurturing support system when their youth are experiencing symptoms. To achieve this, the workshop included a discussion on the participants' experiences caring for their children, as well as their personal stressors. Attendees were also invited to participate in a hands-on activity, where they created trays from air-dry clay and wrote affirmation cards. The activity engaged their senses—touch in molding the clay, sight in selecting paint colors for the trays, and smell when using herbs to decorate them. The participants reported enjoying the activity, with many dedicating their finished trays to their loved ones and families. We look forward to continuing our work with youth-serving programs to provide valuable support to youth and families through therapeutic horticulture and other informed practices.



*Above: A clay tray and affirmation card made by a participant of the Early Psychosis Event.*

0-25 Age Group Outreach

The TCG team held meetings with both internal and external organizations in October to plan collaborations focused on serving the 0-25 population. As highlighted in previous sections, the team hosted a workshop for the Early Psychosis program at Tri-City and facilitated the Latino/Latina Roundtable event. The Early Psychosis workshop provided an opportunity for TCG to connect with the guardians of youth, fostering potential future collaborations with youth-serving programs. The Latino/Latina Roundtable event successfully engaged several youth and families from the community. Moving forward, the team continues to focus on reaching the youth population through interactive workshops, tabling events, and group activities in the garden.

Group Updates

Group Number	Group Name	Time
1.	<b>Garden Bloomers</b> (Older Adults 55+)	10am-11am
2.	<b>Florece en tu Manera</b> (Spanish Speaking Adults)	2pm-3pm
3.	<b>Mindfulness Through Virtual Gardening</b> (Adul 18+)	11am-12pm
4.	<b>Growing Youth Growing Gardens</b> (Adults 18-25)	2pm-3pm
5.	<b>Building the Nest Together</b> (Family Group, 18 and Younger)	4pm-5pm
6.	<b>(Re)Connect in the Garden</b> (Adults 18+)	1pm-2pm
Total number of Groups: 6		

***Above:*** This chart depicts the number of groups currently being held in the Therapeutic Community Garden, Tri-City Mental Health.



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

**DATE:** November 20, 2024

**TO:** Governing Board of Tri-City Mental Health Authority  
Diana Acosta, CPA, Interim Executive Director

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

**SUBJECT:** Medical Director's Monthly Report

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**FDA APPROVES THE FIRST NEW SCHIZOPHRENIA DRUG IN DECADES, A HISTORIC MOMENT IN SCHIZOPHRENIA**

No new treatments for schizophrenia have been approved in nearly three decades, but that changed on Sept. 26, when the U.S. Food and Drug Administration (FDA) approved Cobenfy for the psychiatric disorder.

Developed by Karuna Therapeutics, which was subsequently acquired by Bristol Myers Squibb, the drug works in an entirely different way from existing medications for schizophrenia, which is building excitement and enthusiasm among doctors and patients alike.

While schizophrenia treatments primarily target the dopamine neurotransmitter system in the brain, Cobenfy goes after a different one, the cholinergic system, through muscarinic receptors. In contrast to the existing dopamine-based treatments, the side effects of Cobenfy reported by the volunteers in the studies were mostly mild to moderate, involving nausea and gastrointestinal distress, and tended to lessen with time. Cobenfy's new mechanism of action appears to be associated with fewer metabolic side effects such as weight gain and drowsiness. And in clinical trials there have been no reports of tardive dyskinesia, or involuntary body movements caused by the blockade of dopamine receptors. Tardive dyskinesia is a fairly common side effect for patients taking Zyprexa and Risperdal (risperidone).

In our clinic, we have discussed this new medication among our psychiatrists and through our collaboration with the manufacturing company, we have received information and medication samples which will help us navigate our way through experiencing its clinical effectiveness and possible approval challenges.



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

**DATE:** November 20, 2024  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Diana Acosta, CPA, Interim Executive Director  
**BY:** Dana Barford, Director of MHSA and Ethnic Services  
**SUBJECT:** Monthly MHSA and Ethnic Services Report

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**INNOVATION**

In October, the Innovation team participated in two Trunk-or-Treat events: one in the City of Pomona and another in the City of La Verne. The team’s trunk theme, "Inside Out 2," was designed to promote mental health awareness and featured interactive elements that sparked conversations about emotions, resilience, and the importance of understanding and expressing feelings. By engaging with families in a fun and festive setting, the team aimed to raise awareness of mental well-being and empower individuals to embrace their emotions.

Additionally, the team encouraged community participation through the Innovation Community Planning Process Survey—a brief, 5-minute survey that invites community members to share their mental health needs and contribute to the development of impactful programs. This collaborative effort ensures that everyone’s voice is heard and that our programs are aligned with the needs of the community. A total of 88 individuals participated in the survey. Below are some photos from the two Trunk-or-Treat events.



**DIVERSITY, EQUITY, AND INCLUSION (DEI)**

Tri-City staff extend their heartfelt gratitude to our partners at the Latino/a Roundtable for the tremendous success of the “Noche de Recuerdos/Night of Memories” event held at Lopez Urban Farm on Thursday, October 10th. The evening drew an enthusiastic crowd of twenty-nine



participants who came together for a vibrant celebration of culture, complete with live music, family activities, and a strong sense of community. ¡Adelante! Wellness Collaborative was thrilled with the turnout and is excited to continue promoting mental health awareness in the Latino community alongside our partners.



## **November is National Native American Heritage Month**

As we observe National Native American Heritage Month, we honor the rich histories, diverse cultures, and enduring contributions of Native American peoples. We recognize that we are on [Tongva land](#), the ancestral territory of the Tongva people, who have nurtured and sustained this land for thousands of years. This month, we also acknowledge the unique mental health challenges faced by Indigenous communities, including the impacts of historical trauma and ongoing systemic inequities.

Through the INN Project, Community Planning Process, staff look to engage with Native American community leaders in Pomona, La Verne, and Claremont. The focus is on listening to their insights, learning from their experiences, and fostering authentic relationships built on mutual respect and open dialogue.

## **PREVENTION AND EARLY INTERVENTION**

### **Courageous Minds Speakers**

Tri-City staff began their outreach and recruitment efforts for the next cohort of Courageous Minds Speakers Bureau. [Courageous Minds](#) brings together a small group of people to learn how to share their experiences with a mental health condition or supporting someone they care about. Applications are now open and can be found on the Tri-City website and the deadline to apply is January 31, 2025. The next cohort will begin meeting weekly starting February 11, 2025.

## **COMMUNITY NAVIGATORS**

The Community Navigator Program was recently awarded \$35,000 in Housing Solution Funds through the San Gabriel Valley Council of Governments (SGVCOG). These funds are specifically designated for direct costs associated with housing, rehousing, or stabilizing clients. The program is focused on providing additional financial resources to agencies that have the existing capacity and expertise to ensure that funds are used in the most efficient and effective way to support clients. Tri-City Community Navigators will be responsible for working with clients, providing case management, and making funding recommendations through the Housing Solutions Fund.

### **Success Story**

An unhoused male came into Tri-City's Adult Outpatient Program seeking mental health services. The individual had just been released from prison and was looking to turn his life around and did not want to continue sleeping in the streets. He was connected to a Community Navigator to provide housing resources. The Community Navigator was able to quickly find him a bed at Hope for Home, a local homeless service center, where he is currently receiving the housing assistance needed. He was also referred to the Wellness Center for employment support. This individual is now receiving mental health services and working towards stability.

## **WELLNESS CENTER**

On October 25<sup>th</sup> over 20 employers from various industries with entry level positions attended the annual Wellness Center Job Fair. Over 125 participants attended this highly anticipated event with many of them walking away with prospective job leads. The following comments were shared by the prospective employers:

- USPS HR Representative, reported that "The event was one the best turnouts he'd participated in a while."
- Benchmark Home Care Services said, "The Wellness Center always does such a great job."  
She then revealed the amount of resumes she obtained from our participants and smiled.
- The Employment Development Department (EDD) representative reported she was able to provide several participants with information regarding EDD's employment programs for TAY age youth and military veterans as well as their internal job openings.

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- A representative from the SERS Program reported they were very pleased with the turnout and received several resumes from senior citizens looking to join their paid training programs. It was also reported that a participant was able to qualify for a free phone from one of the cell phone vendors, Sales with An Edge.
- A senior recruiter from Servicon commented that said they were very excited about finding so many potential candidates in one location and they would like to continue to participate in the Wellness Center's hiring events in the future.



# Tri-City Mental Health Authority MONTHLY STAFF REPORT

**DATE:** November 20, 2024

**TO:** Governing Board of Tri-City Mental Health Center  
Diana Acosta, CPA, Interim Executive Director

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

**SUBJECT:** Monthly Best Practices Report

## CONSUMER PERCEPTION SURVEYS

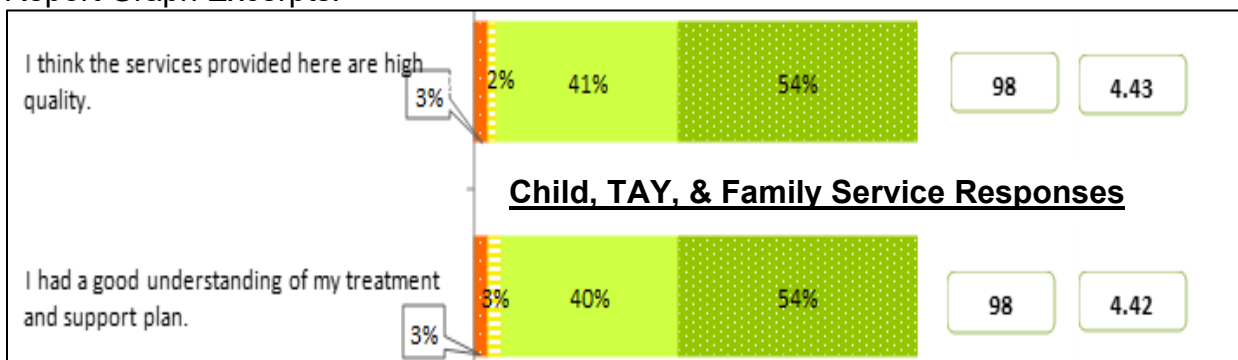
This month’s Best Practices report focuses on the results of the Consumer Perception Survey. The Consumer Perception Survey is required by the Los Angeles Department of Mental Health, with results being used for county, state, and national outcomes.

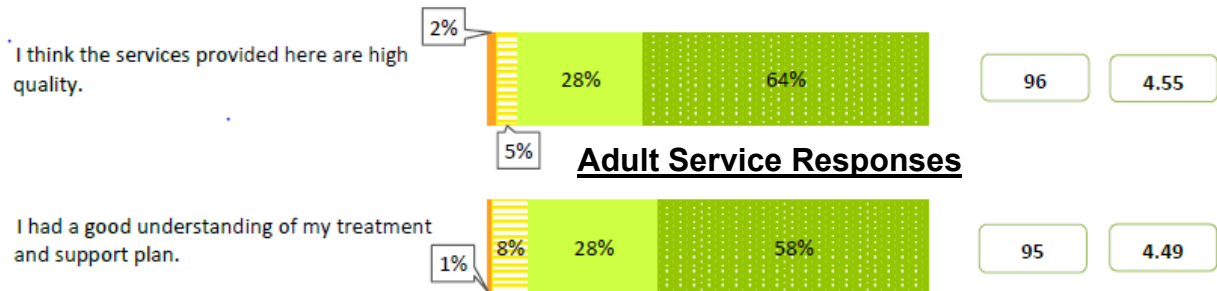
In addition to Consumer Perception Surveys being used uniquely for county, state, and national outcomes, TCMHA maximizes the ‘consumer perception survey’ process, to gather valuable feedback from our clients as an essential part of our continuous quality improvement process.

The Consumer Perception Survey process was a collaborative effort, coordinated by the Quality Improvement Team. Surveys were conducted in person, by telephone, and via secure online survey. Consumer Perception Survey (CPS) categories included: Overall satisfaction with services, service quality, service accessibility, and impact of services.

Below is a brief highlight of the results:

- A total of 194 clients participated in the survey (Adult and Childrens programs).
- For the majority of the service satisfaction categories, the rate of agreement was 85% or greater among respondents.
  - The exception was ‘*feeling better able to control their life*’ with the rate of agreement at 78% for adults and 81% for children.
- Report Graph Excerpts:





In addition to gathering feedback via rating scales, open-ended feedback was also gathered to identify other strengths, needs, and areas for improvement within the Tri-City System of Care. Open-ended responses provide more detailed and in-depth perspectives that can assist with identifying priorities to enhance client care. The most common open-ended themes, included comments about:

- Access to Services
- Communication
- Housing
- Program offerings/services.
- Appointment reminders
- Transportation

Results of the survey will be further explored and discussed internally to identify and develop goals and strategies to continue to improve our system of care and client care experiences.