TRI·CITY Mental Health

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

www.tricitymha.ca.gov

TRI-CITY MENTAL HEALTH AUTHORITY

AGENDA

GOVERNING BOARD REGULAR MEETING

WEDNESDAY, OCTOBER 21, 2026, AT 5:00 P.M.
BHSA ADMINISTRATION BUILDING
2001 NORTH GAREY AVENUE, POMONA, CA 91767

To join the meeting online clink on the following link:

https://tricitymhs-org.zoom.us/j/87669855847?pwd=VtDfqm5f7GK6H0gS300aj9lpqXeV85.1
Webinar ID: 87669855847
Passcode: awFL+Wy4

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

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

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

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

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

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

In compliance with the American Disabilities Act, any person with a disability who requires an accommodation in order to participate in a meeting should contact Administrative Assistant Sara Azzam at (909) 451-6429 at least 24 hours prior to the meeting.

GOVERNING BOARD

Jed Leano, Chair (Claremont)
Wendy Lau, Vice Chair (La Verne)
Lorraine Canales, Member (Pomona)
Sandra Grajeda, Member (Claremont)
Paula Lantz, Member (Pomona)
Elizabeth Ontiveros-Cole, Member (Pomona)
Trent West, Member (La Verne)

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

BHSA 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

GOVERNING BOARD CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

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

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; BHSA Office, 2001 N. Garey Avenue in Pomona; and on the TCMHA's website: http://www.tricitymha.ca.gov

PRESENTATION

REPORT ON THE CALIFORNIA BEHAVIORAL HEALTH PLANNING COUNCIL (CBHPC) 2025 DATA NOTEBOOK: FOSTER YOUTH AND THEIR NEEDS FOR BEHAVIORAL HEALTH, SOCIAL SERVICES, AND SUPPORT FOR COMPLEX MEDICAL NEEDS

CONSENT CALENDAR

1. APPROVAL OF MINUTES OF THE SEPTEMBER 16, 2026, REGULAR MEETING OF THE GOVERNING BOARD

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of September 16, 2026."

2. APPROVAL OF MINUTES OF THE SEPTEMBER 16, 2026, SPECIAL MEETING OF THE GOVERNING BOARD

Recommendation: "A motion to approve the Minutes of the Governing Board Special Meeting of September 16, 2026."

3. ONTSON PLACIDE, EXECUTIVE DIRECTOR MONTHLY REPORT

Recommendation: "A motion to receive and file."

4. DIANA ACOSTA, CHIEF FINANCIAL OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

5. LIZ RENTERIA, CHIEF PROGRAMS OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

6. SHERYLL PRINZ-MCMILLAN, CHIEF ADMINISTRATIVE OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

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

Recommendation: "A motion to receive and file."

8. CONSIDERATION OF RESOLUTION NO. 891 APPROVING THREE NEW AGENCY POLICIES AND PROCEDURES – 1) MEDICATION FOR ADDICTION TREATMENT (MAT) FOR SUBSTANCE ABUSE USE DISORDERS (SUD), 2) COMMUNITY PRESENTATIONS PRACTICE AND APPROVAL, AND 3) GRANTS OPPORTUNITY PROCESS

Recommendation: "A motion to adopt Resolution No. 891 Approving Three New Agency Policies and Procedures – 1) Medication for Addiction Treatment (MAT) for Substance Abuse Use Disorders (SUD), 2) Community Presentations Practice and Approval, and 3) Grants Opportunity Process."

9. CONSIDERATION OF RESOLUTION NO. 892 APPROVAL OF REVISED PERSONNEL RULES AND REGULATIONS AND DELEGATION OF ADMINISTRATIVE AUTHORITY

Recommendation: "A motion to adopt Resolution No. 892 Approving the Revised Personnel Rules and Regulations and Delegation of Administrative Authority."

NEW BUSINESS

10. CONSIDERATION OF RESOLUTION NO. 893 AWARDING A CONTRACT TO GUARANTEED JANITORIAL SERVICE, INC. FOR JANITORIAL SERVICES IN THE AMOUNT OF $833,398 FOR THREE YEARS (FISCAL YEARS 2027 THROUGH 2029) WITH AN OPTION TO EXTEND THE TERM FOR AN ADDITIONAL TWO YEARS (FISCAL YEARS 2030 AND 2031) IN THE AMOUNT OF $567,734 FOR A TOTAL AMOUNT OF $1,401,132 AND AUTHORIZING THE

EXECUTIVE DIRECTOR TO EXECUTE THE CONTRACT AND AUTHORIZE AN AMENDMENT TO THE 2026-27 OPERATING BUDGET IN THE AMOUNT OF $45,000 INCREASING JANITORIAL SERVICES EXPENSE

Recommendation: "A motion to adopt Resolution No. 893 Awarding a Contract to Guaranteed Janitorial Service, Inc. for Janitorial Services in the amount of $833,398 for three years (Fiscal Years 2027 through 2029) with an Option to Extend the Term for an additional two years (Fiscal Years 2030 and 2031) in the amount of $567,734 for a total Amount of $1,401,132 and Authorizing the Executive Director to Execute the Contract and Authorize an Amendment to the 2026-27 Operating Budget in the amount of $45,000 Increasing Janitorial Services Expense."

11. CONSIDERATION OF PROPOSED NAME CHANGE FROM TRI-CITY MENTAL HEALTH AUTHORITY TO TRI-CITY BEHAVIORAL HEALTH AUTHORITY AND DIRECTION TO STAFF TO PROCEED WITH FURTHER REVIEW

Recommendation: "A motion to support, in concept, the proposed change of the Authority's name from Tri-City Mental Health Authority to Tri-City Behavioral Health Authority and direct the Executive Director to proceed with the legal and administrative review necessary to determine the actions required to implement the proposed change, with subsequent actions requiring Governing Board approval to be brought back for consideration"

INFORMATIONAL/DISCUSSION ITEM

12. GOVERNING BOARD TRAINING REQUIREMENTS AND SCHEDULING

Recommendation: "Receive the report and discuss Governing Board Training Requirements and Scheduling. No formal action will be taken on this item."

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 to a Regular Meeting to be held on **Wednesday, November 18, 2026, at 5:00 p.m.** in the BHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

ONTSON PLACIDE, MA, LMFT
EXECUTIVE DIRECTOR

TRI·CITY
Mental Health

PRESENTATION –

REPORT ON THE CALIFORNIA BEHAVIORAL HEALTH PLANNING COUNCIL (CBHPC) 2025 DATA NOTEBOOK: FOSTER YOUTH AND THEIR NEEDS FOR BEHAVIORAL HEALTH, SOCIAL SERVICES, AND SUPPORT FOR COMPLEX MEDICAL NEEDS

Presenter: Sara Rodriguez, MHSA Projects Manager

MINUTES

GOVERNING BOARD
REGULAR MEETING OF THE GOVERNING BOARD
SEPTMEBER 16, 2026 – 5:00 P.M.

The Governing Board Regular Meeting was held on Wednesday, September 16, 2026, at 5:00 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

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

ROLL CALL Roll call was taken by Administrative Assistant Temp Asha Lang.

GOVERNING BOARD

PRESENT: Jed Leano, City of Claremont, Chair
Wendy Lau, City of La Verne, Vice-Chair
Lorraine Canales, City of Pomona, Board Member
Sandra Grajeda, City of Claremont, Board Member
Paula Lantz, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member (arrived at 5:06 p.m.)
Trent West, City of La Verne, Board Member

STAFF

PRESENT: Ontson Placide, Executive Director
Steven Flower, General Counsel
Diana Acosta, Chief Financial Officer
Seeyam Teimoori, Medical Director
Sheryll Prinz-McMillan, Chief Administrative Officer
Liz Renteria, Chief Programs Officer
Natalie Majors-Stewart, Chief Compliance Officer
Sara Azzam, Administrative Assistant
Asha Lang, Administrative Assistant Temp

PRESENTATION

Clinical Program Manager Sterner presented an overview of Tri-City's Mobile Crisis Care Team (MCCT), including the team's objectives, staffing, community collaborations, and program data for January through June 2026. The presentation also included information regarding crisis response types, age ranges, in-person responses by city, response times, housing status, and a client success story.

Clinical Program Manager Sterner explained that the MCCT provided crisis care services to active Tri-City clients and community members throughout the three cities. Services included de-escalation, consultation, safety planning, linkage to services, crisis stabilization, outreach, and

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assistance with accessing a higher level of care when necessary. The team worked collaboratively with Tri-City staff, local law enforcement agencies, school districts, Pomona Valley Hospital, Hope 4 Home, local city officials, the Pomona Housing Authority, and other community partners.

Clinical Program Manager Sterner reviewed the current MCCT staffing structure and identified open positions, including Licensed Psychiatric Technicians and Peer Support Specialists.

At 5:06 p.m., Board Member Ontiveros-Cole arrived to the meeting.

For the January through June 2026 reporting period, Clinical Program Manager Sterner reported that the MCCT received 416 incoming crisis calls and that 93 percent of field responses occurred within 45 minutes. She reported that 59 percent of crises were resolved through stabilization in the community rather than hospitalization or law enforcement involvement, and that 70 percent of individuals stabilized in the community accepted recommended follow-up supports. The team served several priority populations, including children and youth under age 18 and individuals experiencing housing instability or homelessness.

Clinical Program Manager Sterner also reviewed crisis response types, age ranges, geographic distribution of in-person responses, response times, and housing status. She clarified that the sheltered housing category included individuals residing at Hope 4 Home or other shelters.

Clinical Program Manager Sterner shared a success story involving an individual experiencing a mental health crisis who initially expressed mistrust of mental health services. MCCT staff provided de-escalation, safety planning, and follow-up peer support. The individual subsequently voluntarily sought hospital care, received medication, and enrolled in Tri-City services following discharge.

Clinical Program Manager Sterner concluded by providing information regarding access to Tri-City services and reported that Mobile Crisis Care support was available 24 hours a day, seven days a week.

During Board discussion, Board Member Canales expressed concern regarding an encampment in the Foothill area of Pomona and its impact on surrounding residents and businesses. She asked whether the MCCT responded to that location. Clinical Program Manager Sterner explained that when the MCCT received a call, staff asked follow-up questions to determine the appropriate response and coordinated with Hope 4 Home and law enforcement when appropriate.

Board Member Canales noted that individuals were present at the location on a daily basis and expressed concern that the situation was becoming increasingly problematic. Chief Programs Officer Renteria explained that Tri-City outreach staff conducted engagement efforts and that an expanded outreach team was being developed. She distinguished the outreach function from the MCCT's crisis response responsibilities, explaining that the MCCT responded to active crises, including calls involving potential hospitalization or involuntary holds and calls from schools, law enforcement agencies, and families. She stated that additional staffing would allow Tri-City to provide a more comprehensive outreach response.

Board Member Canales discussed similar concerns in another area where a quality-of-life team was responding and asked how services could be more effective in addressing those locations.

She also shared information regarding a street medicine program and encouraged Tri-City to explore opportunities for collaboration.

Chief Programs Officer Renteria stated that Tri-City participated in cross-city meetings and emphasized that addressing homelessness required a multi-agency response extending beyond mental health services alone.

Board Member Canales expressed concern regarding the limited availability of appropriate placements for individuals requiring services. Executive Director Placide acknowledged the complexity of the issue and discussed the voluntary nature of behavioral health treatment and the challenges associated with engaging individuals who had not consented to treatment. Board Member Lantz concurred with the concerns discussed.

Executive Director Placide emphasized the importance of consent to treatment and stated that staff continued engagement efforts with individuals until they were willing to accept services. He also discussed the development of assertive field-based teams under Behavioral Health Services Act implementation, which were intended to provide field-based psychiatric intervention and collaborate with other service providers. He noted that engagement was an important step in creating a pathway to treatment.

Chair Leano stated that the broader discussion regarding homelessness, engagement, and treatment could be agendized for a future meeting and redirected the discussion to questions specifically related to the Mobile Crisis Care Team.

Board Member Lantz noted that the street medicine provider referenced by Board Member Canales had previously toured Tri-City and had been actively engaged with the organization. She stated that as Tri-City's outreach efforts developed, Medical Director Teimoori would continue to be involved in communication and coordination.

Board Member Ontiveros-Cole complimented the collaborative efforts associated with the 16 tiny homes.

Chair Leano concluded the discussion by expressing the Governing Board's appreciation and gratitude to the Mobile Crisis Care Team for its work.

CONSENT CALENDAR

Board Member West requested to pull Item Nos. 1 - 3, 7 and 12.

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

There being no further comment, Vice-Chair Lau moved, and Board Member Ontiveros-Cole seconded, to approve the Consent Calendar Item Nos.4 - 6, 8 – 11, and 13 - 15. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

4. LIZ RENTERIA, CHIEF PROGRAM OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

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5. SEEYAM TEIMOORI, MEDICAL DIRECTOR MONTHLY REPORT

Recommendation: "A motion to receive and file."

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

Recommendation: "A motion to receive and file."

8. CONSIDERATION OF RESOLUTION NO. 881 ADJUSTING THE SALARY SCHEDULE FOR THE JPA ADMINISTRATOR/CLERK AND AMENDING THE MASTER CLASSIFICATION AND SALARY SCHEDULE

Recommendation: "A motion to adopt Resolution No. 881 Adjusting the Salary Schedule for the JPA Administrator/Clerk and Amending the Master Classification and Salary Schedule."

9. CONSIDERATION OF RESOLUTION NO. 882 APPROVING THE THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL SERVICES WITH PRIORITY BUILDING SERVICES, LLC AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE THIRD AMENDMENT

Recommendation: "A motion to adopt Resolution No. 882 Approving the Third Amendment to the Independent Contractor Agreement for Janitorial Services with Priority Building Services, LLC and Authorizing the Executive Director to Execute the Third Amendment."

10. CONSIDERATION OF RESOLUTION NO. 883 AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE THE SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE CITY OF CLAREMONT FOR OFFICE SPACE LOCATED AT 1717 N. INDIAN HILL BOULEVARD IN CLAREMONT, CALIFORNIA

Recommendation: "A motion to adopt Resolution No. 883 Authorizing the Executive Director to Negotiate and Execute the Second Amendment to the Lease Agreement with the City of Claremont for Office Space located at 1717 N. Indian Hill Boulevard in Claremont, California."

11. CONSIDERATION OF RESOLUTION NO. 884 AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE THE FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH CENTERSCAPES, INC FOR LANDSCAPE MAINTENANCE SERVICES

Recommendation: "A motion to adopt Resolution No. 884 Authorizing the Executive Director to Negotiate and Execute the First Amendment to the Independent Contractor Agreement with Centerscapes, Inc for Landscape Maintenance Services."

13. SERVICE ENCOUNTER CLAIMS RECONCILIATION AND REPORT

Recommendation: "A motion to receive and file."

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14. CONSIDERATION OF RESOLUTION NO. 886 APPROVING THE DESKTOP AND CONFERENCE EQUIPMENT PURCHASE FOR NEW LOCATION 1902 ROYALTY

Recommendation: "A motion to adopt Resolution No. 886 Approving the Desktop and Conference Equipment Purchase for New Location 1902 Royalty."

15. CONSIDERATION OF RESOLUTION NO. 887 APPROVING THE PARKING SPACE LICENSE AGREEMENT WITH POMONA VALLEY HOSPITAL MEDICAL CENTER

Recommendation: "A motion to adopt Resolution No. 887 Approving the Parking Space License Agreement with Pomona Valley Hospital Medical Center."

NEW BUSINESS

16. CONSIDERATION OF RESOLUTION NO. 888 APPROVING A REVISED LOAN AGREEMENT FOR $2,160,000 IN FINANCING FOR THE DEVELOPMENT OF SENIOR AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING UNITS IN THE ST. AMBROSE EPISCOPAL CHURCH PROJECT LOCATED AT 155 N. MOUNTAIN AVENUE IN CLAREMONT, CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE LOAN AGREEMENT AND TAKE OTHER RELATED ACTIONS, AND RESCINDING RESOLUTION NO. 854

Chief Financial Officer Diana Acosta presented the item requesting Governing Board approval of revised loan documents for the St. Ambrose Senior Affordable Housing Project in the City of Claremont. She reported that the proposed financing totaled $2,160,000 and would secure 12 units exclusively reserved for Tri-City Mental Health Authority (TCMHA) clients for permanent supportive housing.

Chief Financial Officer Acosta provided background on the project, noting that on June 18, 2025, the Governing Board adopted Resolution No. 796 designating unspent Mental Health Services Act Community Services and Supports funding for three housing projects, including $2,160,000 for the St. Ambrose project. The Governing Board subsequently approved financial assistance for the project and authorized the Executive Director to execute the necessary loan documents and related agreements to secure the 12 permanent supportive housing units.

Chief Financial Officer Acosta explained that the project was being developed by National Community Renaissance of California (NCRC) Claremont LP, an affiliate of National CORE. The project consisted of a 59-unit affordable housing development for seniors age 55 and older on a 1.2-acre site adjacent to St. Ambrose Episcopal Church. Of the 59 units, 29 were designated for low-income seniors, 28 for low-income seniors who had experienced or were at risk of homelessness, and one for an onsite manager. The project would also include supportive services, case management, community and recreational spaces, and other resident amenities.

Chief Financial Officer Acosta reported that following the Governing Board's prior approval, the project closing had been delayed at the request of other funding partners due to pending legislation that could have affected tax credits necessary for the project. The matter had subsequently been resolved. During the delay, National CORE requested that TCMHA's financing be restructured because of concerns that the Internal Revenue Service could determine that the

forgivable loan to the developer did not constitute true debt, potentially affecting the project's tax treatment.

Staff therefore negotiated a revised "back-to-back" loan structure. Under the revised arrangement, TCMHA would loan $2,160,000 to National CORE as the project sponsor, and National CORE would loan the same amount to the developer. The sponsor loan would be secured by a deed of trust and subject to TCMHA's affordability and programmatic requirements. National CORE would also collaterally assign its interest in the sponsor loan to TCMHA, preserving TCMHA's ability to exercise applicable rights in the event the developer failed to comply with the required affordability or programmatic obligations.

The revised financing documents included the TCMHA Promissory Note, Sponsor Secured Promissory Note, Leasehold Deed of Trust and related security documents, Collateral Assignment, Regulatory Agreement, and Supportive Services Agreement. The Regulatory Agreement provided for 12 permanent supportive housing units for eligible senior households for a 55-year term. The Supportive Services Agreement established TCMHA's responsibilities as the lead permanent supportive housing provider for the project, including supportive services for residents of the permanent supportive housing units.

Staff explained that the revised back-to-back financing arrangement would replace the financing structure previously approved by the Governing Board. The requested action would approve the revised agreements in substantially the form presented and authorize the Executive Director to execute the agreements and any other documents necessary to complete the financing, including applicable subordination agreements and nonmaterial adjustments.

Staff further reported that the $2,160,000 commitment would be funded through Behavioral Health Services Act Housing funds previously authorized by the Governing Board through Resolution No. 796 and subsequently incorporated into the Integrated Plan through Resolution No. 866.

During Board discussion, General Counsel Flower clarified that the project was being developed by an affiliate of National CORE and explained that, rather than TCMHA lending the funds directly to the developer, the revised structure provided for TCMHA to loan the funds to National CORE, which would then loan the funds to the developer.

Board Member West requested clarification regarding the number of units referenced in the report, noting that one section identified 28 units while another referenced 29 units. Chief Financial Officer Acosta clarified that 28 units were designated for low-income seniors who had experienced or were at risk of homelessness and that one additional unit was reserved for the onsite manager.
Chair Leano opened the meeting for public comment; and there was no public comment.

There being no further comment, Board Member Grajeda moved, and Board Member Canales seconded, to approve a Revised Loan Agreement For $2,160,000 in Financing for The Development of Senior Affordable and Permanent Supportive Housing Units in the St. Ambrose Episcopal Church Project Located At 155 N. Mountain Avenue in Claremont, California, Authorizing the Executive Director to Execute the Loan Agreement and Take Other Related Actions, and Rescinding Resolution No. 854. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

17. CONSIDERATION OF RESOLUTION NO. 889 APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH IMPLEMATIX, INC. FOR BHSA IMPLEMENTATION SUPPORT

Executive Director Ontson Placide discussed the significant organizational capacity required to implement the Behavioral Health Services Act (BHSA) transformation, including the extensive hiring, staff time, and effort necessary to meet State requirements. He noted that following completion of the Integrated Plan, additional staff resources were needed to support the next phase of implementation. Due to limited internal capacity, staff solicited assistance from a consulting group through a Statement of Qualifications vetting process. The consulting group had previously worked with Tri-City and was determined to be a good fit for the work.

Executive Director Placide explained that the consultant would assist with developing a comprehensive master plan structure, policies and procedures, workflows, implementation timelines, and other organizational processes needed to support BHSA implementation. Staff anticipated that consultant support would be needed through approximately April of the following year and requested approval of an amount not to exceed $100,000.

Board Member Lau expressed support for the proposed assistance, stating that it represented a good use of staff time and resources given existing vacancies and staffing capacity, and noted that additional support was needed.

Board Member West asked whether recruitment was included within the consultant's scope of work. Executive Director Placide clarified that the consultant would assist with establishing implementation and recruitment timelines to identify what positions would be needed and when they should be filled. He explained that certain positions could require recruitment before a program formally began so that necessary start-up activities and deliverables could be completed. Board Member West asked whether a separate plan was in place to assist Human Resources with the anticipated scale of recruitment. Executive Director Placide stated that Tri-City continued to work with a recruitment agency and expressed confidence in the capacity of the Human Resources team to manage the recruitment needs.

In response to Board Member West's question regarding the flow of candidates, Executive Director Placide stated that Tri-City was receiving a large volume of candidates, although the applicant pool did not always produce candidates who met the organization's needs.

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

There being no further comment, Vice-Chair Lau moved, and Board Member Canales seconded, to approve Independent Contractor Agreement with Implematix, Inc. for BHSA Implementation Support. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

18. CONSIDERATION OF RESOLUTION NO. 890 FINAL AMENDMENT TO CALPERS RETIREMENT CONTRACT TO INCORPORATE PEPRA LANGUAGE EFFECTIVE SEPTEMBER 17, 2026

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Human Resources Director Kitha Torregano presented the item regarding an amendment to Tri-City's pension contract. She reported that in December 2025, the Governing Board approved a Resolution of Intention to amend the contract.

Human Resources Director Torregano explained that the purpose of the amendment was to update the pension contract to incorporate applicable Public Employees' Pension Reform Act (PEPRA) language related to the second tier of the pension plan for employees hired after 2013. She clarified that the amendment was administrative in nature and would not change employee pension benefits. There was no fiscal impact associated with the amendment.

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

There being no further comment, Board Member Lantz moved, and Board Member Ontiveros-Cole seconded, to approve the Final Amendment to CalPERS Retirement Contract to Incorporate PEPRA Language Effective September 17, 2026. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

1. APPROVAL OF MINUTES THE JULY 15, 2026, REGULAR MEETING OF THE GOVERNING BOARD

Board Member West noted that on page 14 of the minutes, he was incorrectly recorded as voting in favor of an item from which he had recused himself. Administrative Assistant Azzam stated that the minutes would be corrected to accurately reflect his recusal.

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

There being no further comment, Board Member Grajeda moved, and Board Member Lantz seconded, to approve the Minutes of the Governing Board Regular Meeting of July 15, 2026. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

2. ONTSON PLACIDE, EXECUTIVE DIRECTOR MONTHLY REPORT

Board Member West complimented staff on the recruitment proposals presented and the inclusion of data regarding Fiscal Year 2025-26 applications and how candidates learned about employment opportunities with Tri-City. He suggested further optimizing recruitment efforts by evaluating metrics such as cost by recruitment channel and cost per hire to help determine where increased investment could be most effective.

Executive Director Ontson Placide recognized Human Resources Director Kitha Torregano and her team for their work in compiling the recruitment information and stated that additional recruitment metrics would be incorporated into future reports.

Board Member Lantz expressed appreciation for the articles included in the report and stated that the information was beneficial. Regarding the Los Angeles Times article, discussion included the Continuum of Care and the previously approved Request for Qualifications, which was in process.

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

There being no further comment, Board Member Ontiveros-Cole moved, and Board Member Canales seconded, to receive and file the Executive Director Monthly Report. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

3. DIANA ACOSTA, CHIEF FINANCIAL OFFICER MONTHLY REPORT

Board Member West thanked staff for the thorough financial report and requested clarification regarding the pension liability reflected on page 23 of the financial statements. He asked about the approximately $4 million amount associated with the pension liability and why the liability could fluctuate from year to year.

Controller Bogle explained that the net pension liability was determined through an actuarial process that incorporated multiple factors, including changes in employee participation and differences between expected and actual investment returns. He noted that the actuarial calculations were updated annually and projected over an extended period, which could result in significant fluctuations in the reported pension liability from one year to the next. He further noted that the net pension liability had decreased in the current reporting period as a result of the actuarial process.

Controller Bogle clarified that changes in the reported net pension liability did not necessarily represent a corresponding cash outflow. He explained that the actual cash obligations associated with the pension plan included the employer's normal pension contributions and annual payments toward the unfunded accrued liability.

Board Member West asked whether the fluctuations were attributable, in part, to the pension plan being a defined benefit plan rather than a defined contribution plan. Controller Bogle confirmed that the defined benefit structure required the employer to account for differences between expected and actual investment performance, as well as other actuarial experience. She explained that these factors contributed to changes in the pension liability over time.

Discussion followed regarding options available to agencies seeking to reduce their pension liabilities. Controller Bogle referenced strategies such as additional discretionary payments and noted that pension liabilities could fluctuate substantially from year to year based on actuarial factors and investment performance.

Board Member West also requested clarification regarding another financial item and how related funds were invested. Chief Financial Officer Acosta referenced Tri-City's investment policy in responding to the question.

Board Member West subsequently referred to page 28 and requested additional information regarding the "Other Operating Expenses" category and the reported increase in those expenditures. Chief Financial Officer Acosta indicated that additional information could be provided and noted that the audited financial statements and budget contained more detailed line-item information.

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

There being no further comment, Board Member Ontiveros-Cole moved, and Board Member Canales seconded, to receive and file the Chief Financial Officer's Monthly Report. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

7. CONSIDERATION OF RESOLUTION NO. 880 APPROVING FOUR NEW AGENCY POLICIES AND PROCEDURES - 1) ADMISSION REACHING THE 95, 2) SUD DISCHARGE, 3) TOXICOLOGY TESTING, AND 4) SERVICE ANIMAL ACCESS

Board Member West commented on the Admission Policy and requested clarification regarding the warm handoff process when referring clients from one agency to another, including whether ambulance transportation would be required. Chief Programs Officer Renteria explained that transportation would be provided on an as-needed basis and that clients would be transported appropriately based on the receiving facility and individual circumstances.

Board Member West also asked about requirements related to keeping individuals engaged in the program and compliance with treatment. Chief Programs Officer Renteria clarified that housing could not be withheld based on treatment compliance. She explained that staff would make efforts to engage individuals experiencing substance use issues; however, the policy was required to comply with State requirements. She acknowledged that previous language regarding this issue had been incorrect and stated that staff had since received additional clarification regarding the applicable requirements.

Board Member West requested clarification regarding the service animal provisions contained on pages 72 through 77 and asked whether the language was based on Americans with Disabilities Act (ADA) requirements. Chief Compliance Officer Majors-Stewart confirmed that the provisions were based on ADA requirements. Discussion followed regarding accommodations for miniature horses, and Chief Compliance Officer Majors-Stewart confirmed that accommodations would be provided. Executive Director Placide added that such accommodations could include placement on the first floor when appropriate. In response to a question regarding whether doors would need to be propped open, Executive Director Placide stated that staff would address such operational issues if they arose.

Chair Leano requested that staff report back to the Governing Board if these types of accommodation issues arose.

Board Member Lantz requested clarification regarding the policy's distinction between service animals and emotional support animals. Chief Compliance Officer Majors-Stewart explained that service animals would be admitted, while emotional support animals would not. Board Member Lantz recommended that the distinction be more clearly defined in the policy, and Chief Compliance Officer Majors-Stewart agreed that staff would clarify the language.

Board Member Lantz also asked whether the policy addressed licensing or vaccination requirements for service animals. Chief Compliance Officer Majors-Stewart responded that such documentation could not be required or requested.

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

There being no further comment, Board Member Canales moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 880 Approving Four New Agency Policies and Procedures - 1) Admission Reaching the 95, 2) SUD Discharge, 3) Toxicology Testing, and 4) Service Animal Access. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

12. CONSIDERATION OF RESOLUTION NO. 885 APPROVING THE AGREEMENT WITH SISSON DESIGN GROUP FOR SPACE PLANNING AND DESIGN SERVICES AT 431 W. BASELINE ROAD, CLAREMONT, CA

Board Member West referred to the design document on page 136 and noted that while accessibility was identified as a design consideration, there was limited information regarding security. He asked whether security features would be incorporated into the project.

Executive Director Placide confirmed that security was being considered, particularly given the open driveway and entrance at the new building site. He explained that the next phase of contracting would include consideration of appropriate security measures.

Board Member Lantz noted that the building had been vacant since the end of March and asked why the process had taken several months to reach this stage and whether the work could have begun sooner.

Executive Director Placide explained that Tri-City initially had an existing relationship with Sisson; however, proceeding without an open competitive process was not appropriate for the project. Staff therefore completed the required posting and competitive process before moving forward.

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

There being no further comment, Board Member Lantz moved, and Vice-Chair Lau seconded, to approve the Agreement with Sisson Design Group for Space Planning and Design Services at 431 W. Baseline Road, Claremont, CA. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

GOVERNING BOARD COMMENTS

Chair Leano expressed appreciation for the discussion regarding individuals experiencing homelessness and suggested that a future study session could be beneficial to further clarify Tri-City's role as a mental health agency and the scope of its responsibilities related to homelessness and poverty. He deferred to staff regarding the appropriate timing for such a discussion.

Vice-Chair Lau encouraged staff and Board Members to continue sharing information about available programs and resources with the community.

PUBLIC COMMENT

DRAFT

Community Member Diane Elias expressed concerns regarding the Park Ave project, noting that her property shared an alleyway with Park Avenue and that she had owned the property for approximately 30 years. She asked whether security and onsite supervision would be provided and whom neighboring property owners could contact if problems arose. She also expressed concern regarding the potential impact on existing tenants.

Executive Director Placide stated that security had been discussed previously and that significant security measures were anticipated for the project. He explained that the development would consist of family units and was intended to provide a safe and secure environment with green space and substantial supportive services.

General Counsel Flower clarified that the development was a City of Pomona project and that Tri-City's role was to provide services associated with the project rather than serve as the project developer.

ADJOURNMENT

At 6:22 p.m., on consensus of the Governing Board, its Regular Meeting of September 16, 2026, was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, October 21, 2026, at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

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Ontson Placide, MA, LMFT
Executive Director

DRAFT

MINUTES

GOVERNING BOARD
SPECIAL MEETING OF THE GOVERNING BOARD
SEPTMEBER 16, 2026 – 6:00 P.M.

The Governing Board Special Meeting was held on Wednesday, September 16, 2026, at 6:00 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

CALL TO ORDER Chair Leano called the meeting to order at 6:22 p.m.

ROLL CALL Roll call was taken by Administrative Assistant Temp Asha Lang.

GOVERNING BOARD

PRESENT: Jed Leano, City of Claremont, Chair
Wendy Lau, City of La Verne, Vice-Chair
Lorraine Canales, City of Pomona, Board Member
Sandra Grajeda, City of Claremont, Board Member
Paula Lantz, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Trent West, City of La Verne, Board Member

STAFF

PRESENT: Ontson Placide, Executive Director
Steven Flower, General Counsel
Diana Acosta, Chief Financial Officer
Seeyam Teimoori, Medical Director
Sheryll Prinz-McMillan, Chief Administrative Officer
Liz Renteria, Chief Programs Officer
Natalie Majors-Stewart, Chief Compliance Officer
Sara Azzam, Administrative Assistant
Asha Lang, Administrative Assistant Temp

NEW BUSINESS

1. CONSIDERATION OF RESOLUTION NO. 891 APPROVING THE REVISED PERSONNEL RULES AND REGULATIONS AND DELEGATION OF ADMINISTRATIVE AUTHORITY

Human Resources Director Torregano presented the item requesting Governing Board approval of revisions to Tri-City's Personnel Rules and Regulations. She explained that the proposed revisions consisted of three primary changes.

First, Human Resources Director Torregano explained that the revisions would establish a clearer governance framework identifying personnel matters reserved for the Governing Board and routine administrative matters delegated to the Executive Director. Under the proposed framework, the Governing Board would retain authority over substantive personnel matters, including employee rights and protections, employment status, classification, compensation, benefits, leave administration, grievances, discipline, appeals, and layoffs. The Executive Director would be authorized to approve routine administrative regulations, procedures, practices, work rules, and implementation requirements within the framework established by the Governing Board. She clarified that the delegated authority could not be used to materially change matters reserved for Governing Board approval. The purpose of the revision was to preserve appropriate Governing Board oversight while allowing routine personnel administration to occur without requiring Board approval of each administrative or procedural update.

Second, Human Resources Director Torregano discussed a proposed revision to the trainee appointment provision. She explained that the revision would require a competitive process at the conclusion of the training period to promote consistency, transparency, and equitable access to employment opportunities.

Third, Human Resources Director Torregano explained that staff recommended removing the employee incentive pay provision. She stated that the provision had not been used for several years and was no longer aligned with Tri-City's current salary structure following revisions implemented in 2023.

Human Resources Director Torregano concluded by stating that staff recommended adoption of the proposed resolution approving the revised Personnel Rules and Regulations.

Board Member Lantz stated that the materials had not been received with sufficient time to review and study the proposed revisions and indicated that they would not participate in the vote on the item. Administrative Assistant Azzam responded that the special meeting agenda and notice had been distributed by email and stated that steps would be taken to ensure the Board Member received future meeting materials.

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

There being no further comment, Vice-Chair Lau moved, and Board Member Grajeda seconded, to approve the Revised Personnel Rules and Regulations and Delegation of Administrative Authority. The motion failed for lack of the required affirmative votes: Board Members Grajeda; Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: Board Members Canales, Lantz, Ontiveros-Cole, and West; ABSENT: None.

Chair Leano suggested that the Governing Board recess. The Governing Board recessed at 6:29 p.m. and reconvened at 6:39 p.m.

Upon reconvening, Board Member Lantz requested that Item E, pertaining to the trainee appointment revision, be considered separately.

General Counsel Flower clarified the proposed action and stated that the Governing Board could adopt the resolution excluding Findings A, E, and H.

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

There being no further comment, Board Member Lantz moved, and Board Member Ontiveros-Cole seconded, to approve the Revised Personnel Rules and Regulations and Delegation of Administrative Authority. The motion was carried by the following vote: Board Members Canales, Grajeda, Lantz, Ontiveros-Cole, and West; Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

GOVERNING BOARD COMMENTS

None.

PUBLIC COMMENT

Executive Director Placide introduced Erin Sapinoso, Strategic Initiatives Director; Sheryll Prinz-McMillan, Chief Administrative Officer; and Asha Lang, Temporary Administrative Assistant, to the Governing Board.

ADJOURNMENT

At 6:44 p.m., on consensus of the Governing Board, its Special Meeting of September 16, 2026, was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, October 21, 2026, at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

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Ontson Placide, MA, LMFT
Executive Director

DRAFT

TRI·CITY Mental Health

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: October 21, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

SUBJECT: Monthly Executive Director Report

I. EXECUTIVE SUMMARY

Behavioral Health Services Act (BHSA) Implementation Update
Tri-City continues to advance BHSA implementation through ongoing recruitment and onboarding, development of new programs and services, and establishment of the clinical and operational infrastructure needed to support expanded services. We are engaging with our newly acquired consultant group to assist with organizational needs. Staff are also progressing with Evidence-Based Practice training and certification, standardized screening and assessment processes, and the policies, procedures, and quality systems necessary to support successful implementation and long-term sustainability.

Substance Use Prevention and Treatment (SUPT)
Following receipt of Tri-City's DHCS Substance Use Disorder Program License, staff continue working through the remaining Los Angeles County SAPC certification requirements necessary to expand substance use disorder treatment services.

LACDMH Collaboration
Tri-City continues its collaboration with LACDMH on the development of an overarching contractual framework intended to expand service authority and strengthen the agency's ability to provide a broader range of behavioral health services within Claremont, La Verne, and Pomona.

City Collaboration and Service Coordination
Tri-City is strengthening communication with Claremont, La Verne, and Pomona to ensure relevant city departments are aware of and connected to the agency's expanding services. The goal is to increase awareness of available Tri-City resources and referral pathways and reduce unnecessary reliance on providers outside Tri-City's jurisdiction when appropriate local services are available.

UPDATE ON THE MHSA to BHSA REVERSION PROJECTS
Three approved projects are in progress.

1) The Modular Homes Project with City of Pomona has commenced with the initial transfer of funds and has begun implementation phase.
2) The St Ambrose Housing Development – Now known as "Honey Crest" Housing - A significant upcoming milestone is the groundbreaking of the Project in Claremont on November 11, 2026**.** This project represents an important advancement in Tri-City's efforts to expand supportive housing resources within the communities served.

3) The Baseline Senior Project is underway and monthly reports regarding expenditures are occurring.

II. DEPT. OPERATIONAL ITEMS / PROGRAMS & SERVICES

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

B. Strategic Initiative Director:

Wellness Center Update for TCMHA Governing Board
Work on aligning the Wellness Center with California's new requirements and responsibilities of Behavioral Health Transformation continues. Staff have been conducting functional reviews for the time leading up to June 30, 2028 (the date by which residual time-limited MHSA funds expire) and through June 30, 2029 (one year after) that incorporate phases for:

- The evaluation of the Wellness Center's role in behavioral health disorder prevention, early intervention, outreach and engagement, recovery, social connection, and step-down support;
- An examination of the feasibility of funding sources: Medi-Cal, Drug Medi-Cal, BHSA, managed care, public health, grants (local, state, federal, philanthropic), corporate sponsorship; and,
- The process of designing programs and services (including personnel structure) that align with TCMHA's mission, purview, and monetary support.

As part of this endeavor, staff are establishing a timeline of tasks and activities with corresponding roles, responsibilities, and deliverables.

The SID continues to strengthen Tri-City's government and community relations by developing comprehensive contact networks and conducting outreach to key governmental, community, and advocacy partners. This includes attending and coordinating meetings with stakeholders to advance Tri-City's strategic priorities, strengthen partnerships, increase awareness of agency services, and ensure the agency remains informed of relevant policy, funding, and community developments.

III. NATIONAL & STATEWIDE UPDATES IN BEHAVIORAL HEALTH

NATIONAL & CA GOVERNMENT
Jesse Gabriel and Josh Hoover: One area Democrats, GOP agree: California needs a larger rainy day fund- *At a moment when Californians can't agree on much, we've found common ground on something that matters: how the state saves for hard times. One of us is a Democrat. The other is a Republican. We are united about Proposition 2, because this measure isn't about partisan politics. It's about basic fiscal responsibility, and it was developed by the people who understand California's budget best.* CalMatters

MENTAL HEALTH
Fears About Kids' Online Safety Unite Democrats and Republicans- *The U.S. Senate candidates in Texas could hardly be more different: James Talarico, a former seminarian turned Democratic state lawmaker who speaks in calm cadences about love and empathy,*

and Ken Paxton, the pugnacious Republican state attorney general who speaks about a refusal to compromise. Kaiser Health News / CBS News

Social factors may help predict ADHD diagnosis- *Data from the Flint Registry, which tracks health outcomes related to the Flint, Mich., water crisis, show a 26.4% prevalence of attention-deficit/hyperactivity disorder among children ages 5 to 18. Food insecurity, government cash assistance, income hardship, male gender and race were associated with an ADHD diagnosis, researchers reported at the annual meeting of the American Academy of Pediatrics. Physician's Weekly*

SUD

L.A. makes it a crime for cannabis and tobacco retailers to sell nitrous oxide- *Santiago Cruz, a junior at Bert Corona Charter High School in Pacoima, hopes to graduate alongside the classmates he grew up with, but worries that some of them may be derailed by nitrous oxide, the odorless gas that is being inhaled by young people and others as an illicit way to get high. Los Angeles Times*

What is kratom, herb drawing scrutiny from lawmakers?- *Kratom, a plant with opioid-like properties sold over the counter, has drawn growing scrutiny from lawmakers on Capitol Hill as some states seek to ban the product or its synthetic derivatives. Calls for a federal response, including Sen. Chuck Grassley's (R-Iowa) request that the Trump administration act, come after compounds of kratom were found in connection with the deaths of two University of Mississippi students last month. Kratom-related exposure reports went up by 1,200 percent from 2015 to 2025, according to a March report from the Centers for Disease Control and Prevention, though overdoses and deaths connected to the plant are rare. The Hill*

Reps. Jack Bergman (R-Mich.) and Lou Correa (D-Calif.): It's time to deliver safe and effective psychedelic medicine- *America faces a mental health crisis, and sadly, our federal government is not keeping pace. Every day, over 130 Americans die by suicide, including over 20 veterans per day. Psychedelic-assisted therapies have emerged as a promising new alternative for treatment-resistant depression, post-traumatic-stress disorder, substance use disorders, and generalized anxiety disorder. The Hill*

HOMELESSNESS

German Lopez: We Know How to Fix Homelessness. Look at Denver.- *Homelessness, all appearances to the contrary, is a long-solved problem. We know both the causes and the cure. You wouldn't think that's the case from visiting many U.S. cities. Stymied by political and financial hurdles, progressive bastions including Los Angeles, Seattle and Burlington, Vt., appear to have given up. They have surrendered public spaces to the homeless and their encampments to the point that it's difficult to describe these spaces as truly for the public anymore. New York Times*

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

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: October 21, 2026

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

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Report of Finance and Facilities

I. EXECUTIVE SUMMARY

UNAUDITED FINANCIAL STATEMENTS FOR THE TWO MONTHS ENDED AUGUST 31, 2026 (2027 FISCAL YEAR-TO-DATE):

Board Indicator	Status	Summary Comments
Liquidity / Cash	Strong	Approximately $63.8M cash balance
Overall Financial Position	Stable	Approximately $63.7M total net position
Revenue vs. Budget	Monitor	Operating revenue below budget; BHSA timing contributes to variance
Outpatient Operations	Monitor	Approximately $2.4M YTD decrease in net position

The financials presented herein are the PRELIMINARY and unaudited financial statements for the two months ended August 31, 2026. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented BHSA programs.

The increase in net position (income) is approximately $15.5 million. BHSA operations accounted for approximately $17.9 million of the increase, which is primarily the result of recognizing BHSA revenues on hand at the beginning of the fiscal year. BHSA non-operating revenues are reflected when BHSA funds have been received and are eligible to be spent.

During fiscal 2026, Tri-City received BHSA funding of approximately $16.1 million, of which $11.8 million were for approved programs for fiscal 2026-27 BHSA operations and was reflected as BHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2026. These restricted BHSA revenues have now been recorded as non-operating revenues in fiscal 2026-27. In addition, during this

current fiscal year 2026-27 approximately $6.9 million in BHSA funding has been received of which $8.6 million was identified and approved for use in the current fiscal year 2026-27 and recorded as non-operating revenues, bringing the total BHSA non-operating revenues recognized to date up to approximately $19.6 million. Unlike the requirement to reflect all available and **approved** BHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The decrease in net position of approximately $2.4 million is from Clinic outpatient operations, which is the result of operations for the two months ended August 31, 2026 which includes one-time payments made at the beginning of the year.

The total cash balance at August 31, 2026 was approximately $63.8 million, which represents an increase of approximately $2.7 million from the June 30, 2026 balance of approximately $61.1 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from BHSA operations, had an increase in cash of approximately $1.7 million primarily as a result timing of cash receipts from LACDMH. BHSA operations reflected an increase in cash of approximately $4.4 million, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in BHSA cash reflects the receipt of approximately $6.9 million in BHSA funds offset by the use of cash for BHSA operating activities.

Approximately $1.04 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and BHSA Operations within the two months ended August 31, 2026. An additional $4.1 million in Medi-Cal receipts have been received through October 14, 2026.

Overall Financial Status: Based on the preliminary unaudited results through August 31, 2026, Tri-City's overall financial position remains stable, with sufficient cash and a strong net position. Although certain revenues are currently below budget, a substantial portion of the variance is associated with the timing and accounting recognition of BHSA funding, while expenditures are also below budget overall. Outpatient clinic operations reflect a year-to-date decrease in net position and will continue to be closely monitored. At this time, management will continue monitoring revenue collections, expenditures, and BHSA funding projections and will report material changes to the Governing Board.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

We continue to closely monitor for any new developments, changes to legislation and updated revenue projections from CBHDA, specifically with regard to BHSA as these revenues continually fluctuate and as evidenced in the past, significantly differ from original projections as well as revised projections. As such, planning appropriately to ensure we meet the needs of our community, and having the ability to make changes as we go will be necessary in the upcoming years, especially if projections wind up being significantly different than currently projected.

III. ADMINISTRATIVE UPDATES

External

- PERS has started an audit of the reporting of longevity pay (20 different municipalities are included in the audit).
    - The final report has been received and management is working with PERS to make the necessary corrections with the PERS reporting system
    - Required corrections to the reporting system have been made and we are awaiting final confirmation that all corrective action has been made.

Internal

- The annual audit of our financial statements has begun with interim field work having commenced the week of July 6, 2026. Final field work is scheduled for October 2026 with final issuance of opinions and statements due to be brought to the Board in November of 2026.

IV. ATTACHMENTS

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

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION

	AT AUGUST 31, 2026			AT JUNE 30, 2026		
	TCMH	**BHSA**	**Consolidated**	**TCMH**	**MHSA**	**Consolidated**
	Unaudited	**Unaudited**	**Unaudited**	**Unaudited**	**Unaudited**	**Unaudited**
Current Assets						
Cash	$ 18,820,500	$ 44,965,805	$ 63,786,305	$ 18,965,830	$ 42,093,273	$ 61,059,102
Accounts receivable, net of reserve for uncollectible accounts $704,857 at July 31, 2026 and $704,857 at June 30, 2026	5,636,068	6,010,582	11,646,650	6,322,722	5,405,766	11,728,488
	24,456,569	50,976,387	75,432,955	25,288,552	47,499,039	72,787,590
Property and Equipment						
Land, building, furniture and equipment	4,095,629	13,423,820	17,519,449	4,095,629	13,423,820	17,519,449
Accumulated depreciation	(2,932,427)	(5,416,734)	(8,349,161)	(2,910,720)	(5,347,028)	(8,257,749)
Rights of use assets-building lease	2,195,359	-	2,195,359	2,195,359	-	2,195,359
Accumulated amortization-building lease	(470,940)	-	(470,940)	(401,074)	-	(401,074)
Rights of use assets-SBITA	2,813,332	-	2,813,332	2,813,332	-	2,813,332
Accumulated amortization-SBITA	(617,942)	-	(617,942)	(617,942)	-	(617,942)
Total Property and Equipment	5,083,011	8,007,086	13,090,097	5,174,584	8,076,792	13,251,375
Other Assets						
Deposits and prepaid assets	832,964	62,745	895,709	97,215	62,745	159,960
Note receivable-Housing Development Projects	-	3,852,335	3,852,335	-	3,852,335	3,852,335
Total Noncurrent Assets	5,915,975	11,922,166	17,838,141	5,271,799	11,991,872	17,263,671
Total Assests	30,372,543	62,898,553	93,271,096	30,560,351	59,490,910	90,051,261
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	4,600,989	-	4,600,989	4,600,989	-	4,600,989
Total Deferred Outflows of Resources	4,600,989	-	4,600,989	4,600,989	-	4,600,989
Total Assets and Deferred Outflows of Resouces	**$ 34,973,533**	**$ 62,898,553**	**$ 97,872,085**	**$ 35,161,340**	**$ 59,490,910**	**$ 94,652,250**
LIABILITIES						
Current Liabilities						
Accounts payable	631,607	10,398	642,005	690,106	8,618	698,724
Accrued payroll liabilities	999,942	83,273	1,083,215	277,350	473,882	751,231
Accrued vacation and sick leave	770,810	1,399,055	2,169,865	701,596	1,448,881	2,150,477
Deferred revenue	159,617	-	159,617	162,261	-	162,261
Reserve for Medi-Cal settlements	4,513,200	4,711,625	9,224,825	4,482,668	4,655,923	9,138,591
Current portion of lease liability	349,331	-	349,331	419,197	-	419,197
Current portion of SBITA liability	413,392	-	413,392	413,392	-	413,392
Total Current Liabilities	7,837,900	6,204,351	14,042,251	7,146,569	6,587,305	13,733,874
Intercompany Acct-BHSA & TCMH	626,774	(626,774)	-	(894,025)	894,025	-
Long-Term Liabilities						
Lease liability	1,375,088		1,375,088	1,375,088	-	1,375,088
SBITA liability	1,781,998		1,781,998	1,781,998	-	1,781,998
Net pension liability	7,984,263	-	7,984,263	7,984,263	-	7,984,263
Unearned MHSA revenue	-	7,944,640	7,944,640	-	8,684,945	8,684,945
Total Long-Term Liabilities	11,141,349	7,944,640	19,085,989	11,141,349	8,684,945	19,826,294
Total Liabilities	19,606,024	13,522,216	33,128,240	17,393,892	16,166,275	33,560,168
Deferred Inflow of Resources						
BHSA revenues restricted for future period	-	-	-	-	11,828,248	11,828,248
Deferred inflows related to the net pension liability	1,080,360	-	1,080,360	1,080,360	-	1,080,360
Total Deferred Inflow of Resources	1,080,360	-	1,080,360	1,080,360	11,828,248	12,908,608
NET POSITION						
Invested in capital assets net of related debt	1,163,202	8,007,086	9,170,288	1,184,909	8,076,792	9,261,700
Restricted for MHSA programs	-	41,369,250	41,369,250	-	33,226,218	33,226,218
Unrestricted	13,123,946	-	13,123,946	15,502,178	-	5,695,555
Total Net Position	14,287,148	49,376,336	63,663,485	16,687,087	41,303,009	48,183,474
Total Liabilities, Deferred Inflows of Resources and Net Position	**$ 34,973,532**	**$ 62,898,551**	**$ 97,872,085**	**$ 35,161,340**	**$ 69,297,532**	**$ 94,652,250**

Definitions:
TCMH=Tri-City's Outpatient Clinic
B**HSA**=Behavioral Health Services Act (Proposition 63), previously MHSA

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

	PERIOD ENDED 8/31/26			PERIOD ENDED 8/31/25		
	TCMH Unaudited	BHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
OPERATING REVENUES						
Medi-Cal FFP	$ 695,954	$ 1,030,418	$ 1,726,372	$ 755,492	$ 1,066,160	$ 1,821,652
Medi-Cal SGF-EPSDT	143,783	311,421	455,203	128,767	329,715	458,482
Medicare	2,695	1,808	4,502	3,037	1,798	4,835
Contracts	-	12,412	12,412	-	5,519	5,519
Patient fees and insurance	-	72	72	-	-	-
Rent income - TCMH & MHSA Housing	2,301	9,083	11,384	2,156	11,363	13,519
Other income	143	111	254	169	231	400
Net Operating Revenues	**844,876**	**1,365,324**	**2,210,200**	**889,621**	**1,414,786**	**2,304,407**
OPERATING EXPENSES						
Salaries, wages and benefits	3,449,859	2,753,412	6,203,270	1,818,788	3,958,751	5,777,538
Facility and equipment operating cost	314,566	91,568	406,134	104,563	560,433	664,997
Client lodging, transportation, and supply expense	8,008	11,768	19,776	2,920	28,512	31,432
Depreciation & amortization	91,573	69,706	161,278	53,581	111,788	165,368
Security expense	102,351	85,197	187,548	32,731	138,010	170,740
Professional fees	19,782	36,169	55,950	13,160	35,709	48,869
Legal fees	37,034	15,855	52,889	19,451	45,385	64,836
Other operating expenses	187,205	255,810	443,015	109,494	245,433	354,927
Total Operating Expenses	**4,210,377**	**3,319,485**	**7,529,861**	**2,154,687**	**5,124,021**	**7,278,708**
OPERATING (LOSS) (Note 1)	**(3,365,501)**	**(1,954,160)**	**(5,319,661)**	**(1,265,066)**	**(3,709,235)**	**(4,974,301)**
Non-Operating Revenues (Expenses)						
Realignment	609,225	-	609,225	609,225	-	609,225
BHSA funds	-	19,561,398	19,561,398	-	13,692,292	13,692,292
Grants and Contracts	259,223	-	259,223	265,499	-	265,499
Interest Income net with FMV	97,114	272,712	369,826	97,945	346,382	444,327
Total Non-Operating Revenues (Expense)	965,563	19,834,110	20,799,672	972,669	14,038,674	15,011,343
INCOME (LOSS)	**(2,399,939)**	**17,879,950**	**15,480,011**	**(292,397)**	**10,329,439**	**10,037,042**
INCREASE (DECREASE) IN NET POSITION	**(2,399,939)**	**17,879,950**	**15,480,011**	**(292,397)**	**10,329,439**	**10,037,042**
NET POSITION, BEGINNING OF YEAR	16,687,087	31,496,387	48,183,474	13,832,173	38,199,232	52,031,405
NET POSITION, END OF MONTH	**$ 14,287,148**	**$ 49,376,336**	**$ 63,663,485**	**$ 13,539,776**	**$ 48,528,671**	**$ 62,068,448**

(**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
B**HSA**=Behavioral Health Services Act (Proposition 63), previously MHSA

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

	PERIOD ENDED 8/31/26			PERIOD ENDED 8/31/25		
	TCMH Unaudited	BHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	$ 373,215	$ 686,795	$ 1,060,010	$ 227,321	$ 551,519	$ 778,840
Cash payments to suppliers and contractors	(1,373,893)	(357,367)	(1,731,259)	(140,590)	(1,591,615)	(1,732,205)
Payments to employees	(2,658,051)	(3,193,847)	(5,851,899)	(1,160,140)	(4,234,915)	(5,395,056)
	(3,658,729)	(2,864,419)	(6,523,148)	(1,073,409)	(5,275,011)	(6,348,421)
Cash Flows from Noncapital Financing Activities						
BHSA Funding	-	6,987,442	6,987,442	-	4,063,751	4,063,751
CalHFA-State Administered Projects	-	5,403	5,403	-	-	-
Realignment	1,625,107	-	1,625,107	2,287,601	-	2,287,601
Grants and Contracts	384,872	-	384,872	124,765	-	124,765
	2,009,979	6,992,845	9,002,824	2,412,366	4,063,751	6,476,117
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	-	-	-	(30,865)	-	(30,865)
Intercompany-BHSA & TCMH	1,520,800	(1,520,800)	-	(1,023,415)	1,023,415	-
	1,520,800	(1,520,800)	-	(1,054,280)	1,023,415	(30,865)
Cash Flows from Investing Activities						
Interest received	141,787	402,127	543,914	130,701	504,809	635,510
	141,787	402,127	543,914	130,701	504,809	635,510
Net Increase (Decrease) in Cash and Cash Equivalents	13,837	3,009,754	3,023,590	415,377	316,964	732,341
Cash Equivalents at Beginning of Year	18,965,830	42,093,273	61,059,102	17,961,366	51,687,939	69,649,305
Cash Equivalents at End of Month	**$ 18,979,666**	**$ 45,103,026**	**$ 64,082,692**	**$ 18,376,743**	**$ 52,004,903**	**$ 70,381,646**
Cash from the Balance Sheet	**18,820,500**	**44,965,805**	**63,786,305**	**18,376,743**	**52,004,903**	**70,381,646**
YTD Gain/(Loss) from GASB 31 Fair Market Value	**$ (159,166)**	**$ (137,221)**	**$ (296,387)**	**-**	**-**	**-**

Definitions:

TCMH=Tri-City's Outpatient Clinic

B**HSA**=Behavioral Health Services Act (Proposition 63), previously MHSA

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

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (BHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	**Budget**	**Variance**	**Actual**	**Budget**	**Variance**	**Actual**	**Budget**	**Variance**
OPERATING REVENUES									
Medi-Cal FFP	$ 758,947	$ 1,978,035	$ (1,219,088)	$ 1,123,684	$ 2,753,905	$ (1,630,221)	$ 1,882,631	$ 4,731,940	$ (2,849,310)
Medi-Cal SGF-EPSDT	156,797	578,161	(421,364)	339,608	937,887	(598,279)	496,405	1,516,048	(1,019,643)
Medicare	2,695	-	2,695	1,808	-	1,808	4,502	-	4,502
Patient fees and insurance	-	-	-	72	-	72	72	-	72
Contracts	-	-	-	12,412	-	12,412	12,412	-	12,412
Rent income - TCMH & BHSA Housing	2,301	-	2,301	9,083	-	9,083	11,384	-	11,384
Other income	143	-	143	111	-	111	254	-	254
Provision for contractual disallowances	(76,007)	-	(76,007)	(121,453)	-	(121,453)	(197,460)	-	(197,460)
Net Operating Revenues	**844,876**	**2,556,196**	**(1,711,321)**	**1,365,324**	**3,691,792**	**(2,326,467)**	**2,210,200**	**6,247,988**	**(4,037,788)**
OPERATING EXPENSES									
Salaries, wages and benefits	3,449,859	2,684,957	764,902	2,753,412	5,665,183	(2,911,771)	6,203,270	8,350,140	(2,146,869)
Facility and equipment operating cost	314,566	95,686	218,880	91,568	214,146	(122,579)	406,134	309,832	96,302
Client program costs	8,008	25,792	(17,784)	11,768	57,722	(45,953)	19,776	83,513	(63,737)
Grants	-	125,475	(125,475)	128,400	2,701,664	(2,573,264)	128,400	2,827,138	(2,698,738)
BHSA training/learning costs	-	-	-	2,899	-	2,899	2,899	-	2,899
Depreciation & amortization	91,573	-	91,573	69,706	-	69,706	161,278	-	161,278
Other operating expenses	346,371	132,930	213,441	261,732	335,861	(74,128)	608,103	468,790	139,313
Total Operating Expenses	**4,210,377**	**3,064,839**	**1,145,538**	**3,319,485**	**8,974,575**	**(5,655,090)**	**7,529,861**	**12,039,414**	**(4,509,553)**
OPERATING INCOME (LOSS)	**(3,365,501)**	**(508,643)**	**(2,856,858)**	**(1,954,160)**	**(5,282,783)**	**3,328,623**	**(5,319,661)**	**(5,791,426)**	**471,765**
Non-Operating Revenues (Expenses)									
Realignment	609,225	454,331	154,894	-	-	-	609,225	454,331	154,894
BHSA Funding	-	-	-	19,561,398	38,133,090	(18,571,692)	19,561,398	38,133,090	(18,571,692)
Grants and contracts	259,223	108,333	150,890	-	-	-	259,223	108,333	150,890
Interest (expense) income, net	97,114	-	97,114	272,712	-	272,712	369,826	-	369,826
Total Non-Operating Revenues (Expense)	**965,563**	**562,664**	**402,898**	**19,834,110**	**38,133,090**	**(18,298,980)**	**20,799,672**	**38,695,754**	**(17,896,082)**
INCREASE(DECREASE) IN NET POSITION	**$ (2,399,939)**	**$ 54,021**	**$ (2,453,960)**	**$ 17,879,950**	**$ 32,850,307**	**$ (14,970,357)**	**$ 15,480,011**	**$ 32,904,328**	**$ (17,424,317)**

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

B**HSA**=Behavioral Health Services Act (Proposition 63), previously MHSA

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

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:
TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)
BHSA==BEHAVIORAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE FSP, BHSS, HOUSING PROGRAMS)

---NOTE: due to the BHSA transition period, Tri-City is experiencing a bulk of costs temporarily until such time that they can be properly allocated. Once the new program teams are built, the costs will be allocated accordingly.

Net Operating Revenues

Net operating revenues are lower than the budget by approximately $2.2 million for the following reasons:

1 **Medi-Cal FFP revenues for FY 2026-27** were approximately $1.5 million lower than the budget.

2 **Medi-Cal SGF-EPSDT revenues for fiscal year 2026-27** were lower than budget by approximately $551 thousand.

3 **Medicare revenues** are approximately $5 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 $12 thousand higher than the budget.

5 **Rent Incomes** are higher than the budget by $11 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 BHSA house on Park Avenue.

6 **Provision for contractual disallowances** for fiscal year 2026-27 was higher than budget by $197 thousand.

Operating Expenses

Operating expenses were lower than budget by approximately $22 thousand for the following reasons:

1 **Salaries and benefits** are $686 thousand higher than the budget.

2 **Facility and equipment operating costs** were higher than the budget by $203 thousand.

3 **Client program costs** are lower than the budget by $35 thousand.

4 **Grants for fiscal year 2026-27** are $1.3 million lower than the budget. These are the sub-grants awarded under the Behavioral Health Student Services Act program and the community grants under the BHSA BHSS Community Wellbeing project.

5 **BHSA learning and training costs** are $3 thousand higher than the budget.

6 **Depreciation and amortization** are approximately $161 thousand higher than the budget.

7 **Other operating expenses** were higher than the budget by $307 thousand. Overall, the higher costs were due to higher dues and subscription fees and security expense.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by approximately $5.5 million as follows:

1 **TCMH non-operating revenues** are $403 million higher than the budget. Of that, realignment fund was higher than the budget by $155 thousand, grants and contracts were higher by $151 thousand, and interest income net with fair market value was higher than budget by $97 thousand.

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

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:
TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)
BHSA==BEHAVIORAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE FSP, BHSS, HOUSING PROGRAMS)

2 **BHSA non-operating revenue** is approximately $20 million lower than the budget.
In accordance with Government Accounting Standards Board, BHSA 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 BHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an BHSA plan, BHSA update, or State Oversight and Accountability Commission.

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

	Actual	Budget	Variance
FSP funds received and available to be spent	$ 2,445,605	$ 6,715,840	$ (4,270,235)
BHSS funds received and available to be spent	2,138,456	8,623,277	(6,484,821)
WET funds available from MHSA carry over funds	-	-	-
CAP/TECH funds available from MHSA carry over funds	-	-	-
INN funds available from MHSA carry over funds	-	-	-
HOUSING funds received and available to be spent	13,777,337	22,793,973	(9,016,636)
Non-operating revenues recorded	$ 18,361,398	$ 38,133,090	$ (19,771,692)

FSP, BHSS, and HOUSING recorded revenues are lower than budgets by approximately $20 million**.** The differences are due to the amounts received and available for the BHSA plans through August 2026. The additional funds received during the fiscal year 2026-27 will be recorded as revenues up to the budgeted amounts.

Interest income for BHSA net with Fair Market Value is higher than budget by approximately $273 thousand.

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

	PERIOD ENDED 8/31/26			PERIOD ENDED 8/31/25		
	TCMH Unaudited	BHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
REVENUES						
Medi-Cal FFP, net of reserves	$ 695,954	$ 1,030,418	$ 1,726,372	$ 755,492	$ 1,066,160	$ 1,821,652
Medi-Cal SGF-EPSDT	143,783	311,421	455,203	128,767	329,715	458,482
Medicare	2,695	1,808	4,502	3,037	1,798	4,835
Realignment	609,225	-	609,225	609,225	-	609,225
BHSA funds	-	19,561,398	19,561,398	-	13,692,292	13,692,292
Grants and contracts	259,223	12,412	271,636	265,499	5,519	271,018
Patient fees and insurance	-	72	72	-	-	-
Rent income - TCMH & BHSA Housing	2,301	9,083	11,384	2,156	11,363	13,519
Other income	143	111	254	169	231	400
Interest Income	97,114	272,712	369,826	97,945	346,382	444,327
Total Revenues	**1,810,438**	**21,199,434**	**23,009,872**	**1,862,290**	**15,453,460**	**17,315,750**
EXPENSES						
Salaries, wages and benefits	3,449,859	2,753,412	6,203,270	1,818,788	3,958,751	5,777,538
Facility and equipment operating cost	314,566	91,568	406,134	104,563	560,433	664,997
Client lodging, transportation, and supply expense	8,008	11,768	19,776	2,920	28,512	31,432
Depreciation & amortization	91,573	69,706	161,278	53,581	111,788	165,368
Security expense	102,351	85,197	187,548	32,731	138,010	170,740
Professional fees	19,782	36,169	55,950	13,160	35,709	48,869
Legal fees	37,034	15,855	52,889	19,451	45,385	64,836
Other operating expenses	187,205	255,810	443,015	109,494	245,433	354,927
Total Expenses	**4,210,377**	**3,319,485**	**7,529,861**	**2,154,687**	**5,124,021**	**7,278,708**
INCREASE (DECREASE) IN NET POSITION	**(2,399,939)**	**17,879,950**	**15,480,011**	**(292,397)**	**10,329,439**	**10,037,042**
NET POSITION, BEGINNING OF YEAR	16,687,087	31,496,387	48,183,474	13,832,173	38,199,232	52,031,405
NET POSITION, END OF MONTH	**$ 14,287,148**	**$ 49,376,336**	**$ 63,663,485**	**$ 13,539,776**	**$ 48,528,671**	**$ 62,068,448**

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.

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AGENDA ITEM NO. 5

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: October 21, 2026

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

FROM: Elizabeth Renteria, LCSW

SUBJECT: Monthly Report of Programs Department

I. EXECUTIVE SUMMARY

During the reporting period, the Programs Department advanced leadership capacity, service delivery, workforce development, administrative operations, and community engagement. Three of the four Deputy Director positions have been filled, with recruitment continuing for the Adult Services Deputy Director. The Early Psychosis team hosted its largest psychoeducation workshop to date, serving 15 participants and family members and expanding language access through in-person Spanish interpretation. Peer Support Specialists began billing Medi-Cal for eligible services, supporting increased revenue and more comprehensive client records. BHSSA staff also collaborated with project partners to complete a bilingual hospitalization booklet for students, families, and community members. In addition, Community Navigator outreach at regional resource events increased awareness of Tri-City services and connected community members with behavioral health resources.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

Three of the four Deputy Director positions have been filled. Recruitment remains underway for the Adult Services Deputy Director, and a formal announcement introducing the newly appointed Deputy Directors will be forthcoming.

In August, the Early Psychosis team hosted a psychoeducation workshop for enrolled participants, prospective participants, and their families. With 15 attendees, it was the program's largest workshop to date. The team also introduced in-person Spanish interpretation, expanding access, strengthening connections among participants and families, and making more efficient use of staffing resources.

III. ADMINISTRATIVE UPDATE

Peer Support Specialists have begun billing Medi-Cal for eligible services, generating additional revenue for the organization while supporting more comprehensive client records. This effort reflects collaboration among the Quality Compliance and Health

Information teams and clinical leadership to strengthen billing practices, documentation, and service accountability.

IV. INTERAGENCY COLLABORATION / COMMUNITY PARTNERSHIPS

The Community Navigator Program expanded community engagement through outreach and resource navigation at local and regional events.

Community Navigator Program outreach included tabling at the La Verne Health and Resource Fair, the DSA Fall Fest at Harvey Mudd, and the San Gabriel Valley Regional Resource Fair in Pomona. These events increased awareness of Tri-City services and helped community members connect with behavioral health resources and support.

BHSSA staff collaborated with project partners to develop a hospitalization booklet in English and Spanish for students, families, and community members. Available in both digital and print formats, the booklet represents the culmination of more than two years of research, consultation, and collaboration with BHSSA partners regarding the resource's content, information, and design. The booklet is now available for use as an appropriate and helpful guide.

>>>>>>> END OF REPORT

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: October 21, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Sheryll Prinz-McMillan, Chief Administrative Officer

SUBJECT: Monthly Chief Administrative Officer Report

I. SUMMARY

Tri-City welcomed several new staff members, continued expanding Facilities operations, and advanced IT services to meet growing organizational needs. The Communications Department is also expected to expand in the coming months. Front Desk staff continue to provide exceptional service to Tri-City clients, members, and employees.

II. DEPT. OPERATIONAL ITEMS / PROGRAMS & SERVICES

A. Dept / Program Priorities / Projects

B. Human Resources

Staffing – Month Ending September 2026:
As of September 30, 2026, Tri-City employed 235 full-time and 12 part-time staff members, for a total of 247 employees. The agency also had 117 full-time and three part-time vacancies, representing 358 authorized positions overall and a staffing rate of approximately 69 percent.
There were 8 hires in September 2026.
There were 2 separations in September 2026.

Workforce Demographics in September 2026:

American Indian or Alaska Native =	0.40%
Asian =	8.50%
Black or African American =	7.29%
Hispanic or Latino =	62.35%
Native Hawaiian or Other Pacific Islander =	0.81%
Other =	2.43%
Two or more races =	2.02%
White or Caucasian =	16.19%

New Posted Positions in September 2026:

1. Medical Assistant (1 FTE)
2. Behavioral Health Worker (2 FTEs)

3. Program Supervisor (Peer Support)
   - ICM Adult, ICM Child/TAY & BHSA Programs (1 FTE)
4. Program Supervisor (Peer Support)
   - Mobile Crisis Care & Adult Outpatient (1 FTE)

Recruitment Progress and Workforce Growth:

Human Resources continues to make progress in recruitment and workforce growth, with 15 active recruitments in various stages of the hiring process. Additionally, 7 full-time candidates are completing background checks and are anticipated to begin employment in October, along with 2 employee promotions, reflecting continued efforts to fill vacancies, support internal advancement, and strengthen organizational staffing.

Open Enrollment, Health Benefits Fair, and Dependent Verification Review:

Tri-City's Open Enrollment period runs from October 5 through October 16, 2026, giving employees an opportunity to review their health benefit options and make informed enrollment decisions. On October 7, Human Resources hosted its annual Health Benefits Fair at Alexander Hughes for the first time, expanding employee access to benefit providers and related resources. Human Resources is also conducting a Dependent Verification Review in partnership with American Fidelity. During the first week of Open Enrollment, 50 percent of benefits-eligible employees met with American Fidelity to verify dependent eligibility and explore voluntary benefit options. The review supports accurate enrollment, compliance with plan requirements, and responsible healthcare cost management by confirming that coverage is limited to eligible dependents. Together, these efforts demonstrate Tri-City's commitment to employee wellness, benefits education, and effective benefits administration.

C. Information Technology (IT)

- Provided ongoing help desk and staff technology support for hardware, software, account access, mobile devices, connectivity, and Microsoft 365.
- Advanced the mobile device refresh and mobile device management (MDM) migration pilot through iPhone enrollment testing, security configuration, application deployment, and preparations for agency-wide implementation.
- Maintained network and cybersecurity operations while advancing plans for the upcoming network hardware refresh and licensing renewal.
- Advanced key agency technology initiatives, including Euna Budget implementation, Netsmart/NIAM planning, SharePoint enhancements, and legacy electronic health record archive planning.
- Continued technology planning and deployment in support of agency facilities and physical security, including security devices and infrastructure requirements for new and existing locations.

D. Facilities

Under the leadership of Alex Ramirez, Facilities Manager, the Facilities team continues to respond effectively to routine operational needs and minor emergencies, including air-conditioning and power outages, rental-property concerns, and employee workspace needs such as appropriate desk chairs and other essential equipment. In the coming

months, the team is expected to add one or two staff members to support increased operational demands associated with the new administrative building at 431 Baseline Road, Claremont, and the new facility at 1902 Royalty, Pomona, which is progressing well and is anticipated to open within the next few months. Tri-City has also secured an additional parking lot near Pomona Hospital for its fleet vehicles. Alex is working with the Chief Administrative Officer to establish safe, practical procedures for employees to pick up Tri-City vehicles from the new lot. The parking lot and vehicle-pickup process are expected to become operational within the next month.

E. Communications/Social Media

Tri-City is pleased to recognize the promotion of Hannah Sprague to Communications & Digital Media Supervisor. With more than nine years of service to Tri-City, Hannah brings extensive institutional knowledge, creativity, and experience in public information and community engagement to this expanded leadership role. Her appointment will strengthen communications across the organization by improving the coordination of agency activities, ensuring timely and consistent information sharing, and aligning community outreach efforts to increase awareness of Tri-City's programs, services, and impact.

F. Front Desk Operations

Front Desk staff continue to manage client interactions with professionalism, patience, and care, including during stressful or rapidly changing situations. During recent power outages, staff remained calm, assessed immediate needs, communicated clearly with clients and employees, and identified safe, practical solutions to maintain access and minimize disruption. Their ability to de-escalate challenging encounters, adapt to unexpected conditions, and prioritize the safety and well-being of everyone in the facility reflects a strong commitment to responsive, client-centered service.

G. Other

Since joining Tri-City as Chief Administrative Officer on August 17, I have enjoyed becoming involved in a wide range of new projects and initiatives. Over the past month and a half, I have worked with staff on facilities expansion and planning for the new Baseline Road administrative building and the 1902 location, fleet parking and vehicle-access solutions near Pomona Hospital, employee workspace and operational needs, communications and outreach coordination, and efforts to strengthen administrative systems and services across the organization. It is exciting to be part of an organization that is growing and expanding, and I look forward to contributing to Tri-City's continued development and to the growth of services available to our community.

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

AGENDA ITEM NO. 7

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: October 21, 2026

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

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

SUBJECT: Monthly Report of Quality, Compliance, and Health Information

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I. EXECUTIVE SUMMARY

The Quality, Compliance, and Health Information division completed the Project Launch in preparation for the transition to the 'Netsmart' EHR. As the second major implementation milestone following contract execution, the launch aligned Netsmart and Tri-City on project scope, service delivery workflow, requirements, risks, and system build activities. This critical step established the foundation for system configuration.

The Quality, Compliance, and Health Information division also continues to advance BHSA transition activities supporting statewide Behavioral Health Transformation implementation. Current priorities include collaborating with programs and services to develop a plan for transitioning clients to the BHSA program that best aligns with their level-of-care needs; participating in Center of Excellence meetings to support implementation of DHCS-required evidence-based practices; and developing the Individual Service Level (ISL) encounter reporting process. ISL is a new DHCS reporting requirement under BHSA that captures person-level behavioral health services and expenditures not reimbursable through Medi-Cal, providing a more complete view of behavioral health investments and outcomes across California.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

Compliance - The Compliance office has continued to provide ongoing oversight to ensure Tri-City remains compliant with regulatory, contractual, and organizational requirements. Core monthly activities continue to include Providing compliance training, education, and guidance to staff; Credentialing service providers, reviewing policies, procedures, and operational workflows for compliance; conducting audits and monitoring activities to identify and mitigate risk.

Data Collection, Analysis, and Reporting - The Data and Outcomes team continues redesigning processes to promote strengthening data access and more timely and actionable information accountability. This change will better support agency decision-making, regulatory compliance, performance monitoring, and measurement of program and client outcomes.

Electronic Health Record - The Electronic Health Record (E.H.R.) team continues to administer the existing system and provide training and help desk support while leading implementation of the new E.H.R. system.

Quality Assurance - The Quality Assurance (QA) team continues to provide systematic oversight through ongoing chart reviews, weekly audits, and staff training. These activities support the consistent delivery of quality services, strengthen documentation practices, and promote adherence to established quality standards.

III. ADMINISTRATIVE UPDATE

The Quality, Compliance, and Health Information (QCH) Division is in the process of adding new positions to expand departmental capacity, better support agency needs, and ensure that oversight resources grow in alignment with the agency's continued expansion and evolving operational requirements.

IV. INTERAGENCY COLLABORATION / COMMUNITY PARTNERSHIPS

The Quality, Compliance, and Health Information (QCH) Division regularly collaborates with the Los Angeles County Department of Mental Health (LACDMH) and the California Department of Health Care Services (DHCS) to support compliance with applicable contractual and regulatory requirements. In addition, QCH team members are partnering with the Clinical Division and the Centers of Excellence to support the implementation of evidence-based practices across the agency.

END OF REPORT >>>>>>>>>

AGENDA ITEM NO. 8

Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, LMFT, Executive Director

BY: Elizabeth Renteria, LCSW Chief Program Officer
Sheryll Prinz-McMillan, LMFT, Chief Administrative Officer
Erin Sapinoso, Strategic Initiative Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 891 APPROVING THREE NEW AGENCY POLICIES AND PROCEDURES – 1) MEDICATION FOR ADDICTION TREATMENT (MAT) FOR SUBSTANCE ABUSE USE DISORDERS (SUD), 2) COMMUNITY PRESENTATIONS PRACTICE AND APPROVAL, AND 3) GRANTS OPPORTUNITY PROCESS

Summary:

Tri-City Mental Health Authority is seeking approval from the Governing Board for 3 policies in the following departments: Programs, Administration, and Grants.

Policies:

Policy No. 1: Medication for Addiction Treatment (MAT) for Substance Abuse Use Disorders (SUD)

Policy Statement and Rationale:

TCMHA shall ensure that addiction medication services are available to patients through direct provision and/or referral to qualified providers. Addiction medications, also known as Medications for Addiction Treatment (MAT), treat substance use disorders (SUDs), are an evidence-based treatment option, and are a key component of the full spectrum, biopsychosocial approach to the treatment of SUDs.

Fiscal Impact:

No fiscal impact.

Policy No. 2: Community Presentation Practice & Approval

Policy Statement and Rationale:

The proposed Community Presentation Practice & Approval Policy and Procedure establishes a consistent Agencywide process for reviewing and approving external presentations, speaking engagements, outreach activities, and community events

conducted on behalf of TCMHA. The policy ensures that participation is appropriately vetted through program or department leadership and Executive Leadership for alignment with the Agency's mission, strategic priorities, staffing capacity, and operational needs. It also establishes standards for professional representation, confidentiality, communications, safety, and responsible use of Agency resources. Adoption of the policy promotes consistency, accountability, and coordinated community engagement across the Agency.

Fiscal Impact:

No fiscal impact.

Policy No. 3: Grants Opportunity Process

Policy Statement and Rationale:

The Grants Opportunity Process Policy establishes principles governing the identification, evaluation, acceptance, administration, and oversight of grant funding opportunities in support of Tri-City Mental Health Authority's mission, strategic priorities, and long-term organizational sustainability.

Fiscal Impact:

No fiscal impact.

Recommendation:

Staff recommends that the Governing Board approve the above-listed Policies and Procedures as presented, with implementation effective upon approval.

Attachments

Attachment 8-A: Medication For Addiction Treatment (MAT) for Substance Abuse Use Disorders (SUD)
Attachment 8-B: Community Presentations Practice and Approval
Attachment 8-C: Grants Opportunity Process Policy

RESOLUTION NO. 891

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THREE NEW AGENCY POLICIES AND PROCEDURES – 1) MEDICATION FOR ADDICTION TREATMENT (MAT) FOR SUBSTANCE ABUSE USE DISORDERS (SUD), 2) COMMUNITY PRESENTATIONS PRACTICE AND APPROVAL, AND 3) GRANTS OPPORTUNITY PROCESS

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

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

Acceptance of

1) Medication For Addiction Treatment (MAT) for Substance Abuse Use Disorders (SUD)
2) Community Presentations Practice and Approval
3) Grants Opportunity Process Policy

2. Action

The Governing Board approves and establishes the Authority's

1) Medication For Addiction Treatment (MAT) for Substance Abuse Use Disorders (SUD)
2) Community Presentations Practice and Approval
3) Grants Opportunity Process Policy

[Continues on Page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Medication For Addiction Treatment (MAT) for Substance Abuse Use Disorders (SUD)	TBA	10/01/2026	1 of 5
APPROVED BY:	**SUPERSEDES:**	**ORIGINAL ISSUE DATE:**	**RESPONSIBLE PARTIES:**
Governing Board{{EXECUTIVE_DIRECTOR_APPROVAL}}	Ver 3/3/26	06/18/2025	Medical Director

Purpose

To establish Tri-City Mental Health Authority's (TCMHA) commitment to ensuring access to addiction medications as part of evidence-based treatment for substance use disorders (SUDs).

1. Policy

TCMHA shall ensure that addiction medication services are available to patients through direct provision and/or referral to qualified providers. Addiction medications, also known as Medications for Addiction Treatment (MAT), treat substance use disorders (SUDs), are an evidence-based treatment option, and are a key component of the full spectrum, biopsychosocial approach to the treatment of SUDs.

TCMHA shall maintain policies, procedures, and clinical practices that support access to addiction medications and shall:

1. Provide patients with specific information regarding available addiction medications.
2. Make addiction medications available to every patient admitted to the agency's care, either directly or through referral, as clinically appropriate.
3. Obtain and review relevant patient history to determine the addiction medications that may be appropriate based on the patient's clinical history and current presentation.
4. Ensure the proper administration, storage, and disposal of addiction medications offered on-site.
5. Train applicable clinical staff regarding addiction medications and their use in the treatment of substance use disorders.
6. Provide care coordination and referral support for Opioid Treatment Program (OTP) services, when indicated.
7. Ensure that patients with opioid use disorder have access to buprenorphine treatment either directly or through referral arrangements.

This policy applies to all supervisors, Licensed Practitioners of the Healing Arts (LPHA), registered/certified counselors, Medi-Cal Peer Support Specialists, and other staff who provide direct treatment services and/or have a role in patient care. Furthermore, it applies to all settings of care offered at TCMHA, including outpatient and intensive outpatient.

2. Definitions

Addiction Medications / Medications for Addiction Treatment (MAT): Medications used as part of evidence-based treatment for substance use disorders. For purposes of this policy, “addiction medications” includes medications used to treat alcohol use disorder, opioid use disorder, and other substance use disorders, as clinically appropriate.

Substance Use Disorder (SUD): A substance-related or addictive disorder identified through clinical assessment using the current applicable diagnostic criteria.

Licensed Practitioner of the Healing Arts (LPHA): A licensed or otherwise qualified health care professional authorized within their applicable scope of practice to provide specified behavioral health assessment, diagnosis, treatment, or related clinical services.

Licensed Prescribing Clinician: A licensed health care practitioner acting within their scope of practice who is legally authorized to prescribe medications.

Opioid Use Disorder (OUD): A substance use disorder involving opioids that meets applicable diagnostic criteria.

Opioid Treatment Program (OTP): A program authorized to provide treatment for opioid use disorder, including the dispensing or administration of medications used in the treatment of opioid use disorder.

Buprenorphine: A medication used in the treatment of opioid use disorder.

Medi-Cal Peer Support Specialist: An individual who meets applicable California requirements for certification as a Medi-Cal Peer Support Specialist and provides peer support services within their authorized role and scope.

External Partner: A qualified provider or organization outside TCMHA to which a patient may be referred for addiction medication evaluation, prescribing, dispensing, treatment, or other related services that are not provided directly by TCMHA.

Plan of Care: The individualized treatment or service plan used to identify and coordinate a patient's assessed treatment needs, services, interventions, and care.

Care Coordination: Activities undertaken to facilitate access to, communication regarding, and continuity of services among TCMHA, the patient, and other involved treatment providers.

3. Procedures

3.1 Patient Information about Addiction Medications

3.1.1 TCMHA provides patients and any adult collateral contacts (including but not limited to adult family members) with information about addiction medications at intake, during treatment, and at discharge in accordance with the patient's plan of care. The information provided is specific to each type of addiction medication that is clinically effective for treating that patient's specific SUD(s). Patients who are not actively being treated with addiction medications will continue to be offered addiction medications, as clinically appropriate, in accordance with the patient's plan of care.

3.1.2 TCMHA provides patients with information using materials (described within Attachment A) about addiction medications that clearly explain the benefits of addiction medications and the risks of not accepting addiction medications. TCMHA documents specifically which addiction medication information was provided to patients, the patient's response upon receiving this information, and all medication services offered to the patient, including a description of the patient's clinical history and prior use of addiction medications when applicable.

3.1.3 All addiction medications described within Attachment B are available to every patient admitted to our care, either directly or through referral to external partners.

3.2 Direct Provision of Addiction Medication Services On-Site

3.2.1 TCMHA maintains a current list of which addiction medications are available directly via practitioners providing on-site services, including when these medications are prescribed, covered by Medi-Cal Rx, and provided to our patients through coordination with an offsite pharmacy. Each patient with a documented SUD meets criteria to receive a medical evaluation

to offer all addiction medications clinically appropriate to treat the patient's particular SUD(s). TCMHA ensures that initial and follow-up addiction medication service appointments are arranged in accordance with the patient's individualized plan of care. TCMHA maintains sufficient medical LPHA staffing operating within the scope of practice of their license (licensed prescribing clinician) to meet patient demand for addiction medication services, which includes employment of, or contracts with, prescribing clinicians and arranging coordination of telehealth medication services if applicable.

3.2.2 TCMHA makes medication services available onsite through its prescribing providers. The intake or other counselor will coordinate scheduling with the Administrative Assistant for Psychiatry for medications offered at TCMHA on-site. The appointment will include a review of medical history and substance use, a review of most recent physical examination, diagnostic and lab testing, and a review of the benefits and risks of addiction medications listed in Attachment B.

3.3 Referral for Addiction Medication Services through External Partners

3.3.1 TCMHA coordinates care to ensure patient access to each addiction medication listed in Attachment B is available through one or more external partners through the following procedures:

3.3.2 We maintain a list of referral locations that include (at minimum) the name, address, phone number, website (when available), and distance to the external partner.

3.3.3 We ensure that at least one external partner that offers each remaining required addiction medication (described within Attachment B) is identified.

3.3.4 We maintain procedures for client transportation to/from these external partners.

3.4 Patient Eligibility for Addiction Medications

3.4.1 TCMHA's staff obtain a history of the patient's substance use during intake and provide the patient with information about addiction medications in accordance with the materials described within Attachment A.

3.4.2 For patients who indicate a history of substance use as described within Attachment C, our staff perform a diagnostic assessment confirmed by an LPHA within the first twenty-four (24) hours of the initial date of service to determine whether the patient meets the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) criteria for one or more substance-related and addictive disorders.

3.4.3 All patients who meet the current version of the DSM criteria for one or more substance-related and addictive disorders (described within Attachment C) are offered an evaluation by a licensed prescribing clinician. This evaluation with a licensed prescribing clinician shall be arranged within the first forty-eight (48) hours of the initial date of service. The licensed prescribing clinician determines which addiction medications, if any, are appropriate for the patient and either prescribe the addiction medication(s) directly and/or initiate a referral for addiction medication services to one or more external partners as described above. The addiction medications are provided to the patient in alignment with the treatment agency approved policies and procedures.

3.5 Administration, Storage, and Disposal of Addiction Medications

3.5.1 TCMHA appropriately administers, stores, and disposes of each addiction medication described within Attachment B. Attachment D includes our policy addressing medication self-administration requirements, the documentation requirements for self-administered medication, the medication storage requirements, including location, accessibility, inventory, handling, and documentation, and the medication disposal procedures, (including how often medications are disposed, the methods of destruction, and documentation).

3.6 Addiction Medication Training Requirements for Staff

3.6.1 All staff who interact with patients are provided with the training described within Attachment E about the benefits and risks of addiction medications and about TCMHA's addiction medication policy. Our training occurs within ninety days of hire and not less frequently than

annually thereafter. We document the training that their staff receive in each staff member's personnel file.

3.7 Procedure for Patient's Use of Addiction Medications

3.7.1 TCMHA's Medical Director and/or a designed licensed prescribing clinician designee determines when a current medication treatment, including treatment with controlled medications, is clinically beneficial. When the patient is being treated with clinically beneficial medication(s), our agency:

3.7.1.1 Ensures access to the facility is not denied because a patient is being treated with addiction medication(s).

3.7.1.2 Assures the patient that the full range of medical necessary treatment services are available and not contingent upon the patient changing their addiction medication(s).

3.7.1.3 Supports the patient's continued receipt of addiction medication(s).

3.7.1.4 Confirms that a patient will not be compelled to taper, discontinue, decrease dosage, or abstain from addiction medications as a condition of entering or remaining in treatment.

3.7.1.5 Assures the patient that they will not be denied access to addiction medications if they do not participate in all services offered by a facility.

3.7.1.6 Assures the patient that they will not be denied access to addiction medication services if they use non-prescribed intoxicants.

3.7.2 Patients diagnosed with opioid used disorder receive information about the medications for opioid use disorder available including through treatment agencies and external partners (described within Attachment F).

3.8 Procedures for Care Coordination for OTP Services

3.8.1 TCMHA arranges timely referrals within 24 hours for patients who request an evaluation for addiction medication services through an OTP.

3.8.2 TCMHA submits requests to the treating OTP for exceptions to take-home limits when additional take home doses are clinically appropriate in accordance with the patient's individualized plan of care. TCMHA coordinates the continuation of clinically beneficial OTP-dispensed addiction medications(s) on intake, throughout the admission, and at discharge. This includes the coordination of OTP services arranged prior to discharge to ensure that sufficient medication is available until the next scheduled follow-up appointment.

3.8.3 Medications dispensed from OTPs are stored in accordance with Attachment D for applicable levels of care.

3.9 Procedures for Treatment with Buprenorphine

3.9.1 Patients with opioid use disorder are informed about the scientific evidence base, effectiveness, associated risks and benefits, and clinical considerations for treatment with buprenorphine.

3.9.2 All patients with opioid use disorder who are not currently receiving medication for opioid use disorder are offered a referral and care coordination for addiction medication services through external partners where treatment with buprenorphine is available. Our agency coordinates continuing clinically beneficial treatment with buprenorphine on intake, throughout the admission, and at discharge.

3.9.3 This includes the coordination of medication services arranged prior to discharge to ensure that a sufficient supply of buprenorphine is available until the next scheduled follow-up appointment.

This guidance is effective beginning July 1, 2022 for LA County SAPC

4. References

4.1 Legal and Regulatory References

Enter references or None.

4.2 Related TCMHA Policies and Procedures

Enter references or None.

4.3 Other References

Enter references or None.

5. Forms

5.1 Associated Forms

Enter forms/resources or None.

5.2 Attachments

I. Attachment A: Information About Addiction Medications
II. Attachment B: Applicable Addiction Medications
III. Attachment C: Patient Eligibility for Addiction Medications
IV. Attachment D: Administration, Storage, and Disposal of Addiction Medications
V. Attachment E: Addiction Medication Training Requirements for Staff
VI. Attachment F: Accessing Addiction Medications in Los Angeles County

5.3 Electronic Forms or Resources

Enter forms/resources or None.

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Community Presentation Policy	{{POLICY_NUMBER}}	10/21/26	1 of 7
APPROVED BY:	**SUPERSEDES:**	**ORIGINAL ISSUE DATE:**	**RESPONSIBLE PARTIES:**
Governing Board{{EXECUTIVE_DIRECTOR_APPROVAL}}	NEW	NEW	Program/Dept Leadership, Communications Supervisor

Purpose

The purpose of this policy is to establish the Agency's expectations for participation in external speaking engagements, presentations, outreach activities, and community events conducted on behalf of the Agency.

1. Policy

The Agency recognizes that external presentations, speaking engagements, community events, educational activities, and outreach opportunities support behavioral health awareness, community partnerships, access to Agency services, and advancement of the Agency's mission.

Participation in external engagements shall be subject to an appropriate review and approval process. The review shall ensure that participation is consistent with the Agency's mission, values, strategic priorities, programs, services, professional standards, and public communications objectives. The process shall also ensure that the Agency assigns representatives whose knowledge, qualifications, responsibilities, and scope of practice are appropriate for the requested activity and intended audience.

Program or department leadership shall conduct the initial review of requests and determine the appropriate approval pathway. Depending upon the nature, audience, scope, sensitivity, and potential organizational impact of the request, the matter may be directed to Communications for further review and coordination or referred to the Executive Team for consideration.

The Agency reserves the authority to approve, deny, modify, condition, reassign, or withdraw participation in any external engagement. The Executive Team shall have final decision-making authority when a request is referred for executive consideration.

All external representations of the Agency shall be accurate, professional, coordinated, and consistent with applicable laws, ethical standards, confidentiality requirements, Agency policies, and approved communications and branding practices. No employee or contractor may commit the Agency to an external engagement without completing the required review and approval process.

The Executive Director or designee shall establish administrative procedures governing the submission, review, approval, assignment, coordination, documentation, and implementation of external engagements.

2. Definitions

Agency Representative - Any employee, contractor, volunteer, intern, board member, or other individual authorized to participate in an external engagement on behalf of the Agency.

Community Engagement Activity - Any presentation, workshop, training, panel discussion, conference session, outreach event, health fair, community meeting, school-based activity, resource expo, media appearance, tabling event, or similar activity conducted for external audiences.

Community Presentation/Event Request Form - The Agency-approved form used to request, document, review, and authorize participation in a Community Engagement Activity.

Executive Leadership - The Executive Director or designated executive staff authorized to approve, deny, modify, assign, or oversee Community Engagement Activities.

Presentation Materials - Any slides, handouts, brochures, resource guides, talking points, videos, displays, promotional items, digital content, or other materials distributed or presented during a Community Engagement Activity.

Protected Information - Any confidential, privileged, proprietary, personnel, client, patient, health, financial, or other information protected by law or Agency policy

3. Procedures

3.1 Request Process

3.1.1 External organizations requesting an Agency presentation, speaker, workshop, outreach activity, panel participation, training, or other event participation shall submit a Community Presentation/Event Request Form.

3.1.2 Employees seeking authorization for Agency participation in a Community Engagement Activity shall submit a Community Presentation/Event Request Form.

3.1.3 The request shall identify, to the extent available:

a. The requesting organization and primary contact;
b. The purpose and nature of the event;
c. The requested topic or subject matter;
d. The intended audience and anticipated attendance;
e. The date, time, location, and format of the event;
f. The requested presenter or type of representative sought;
g. The anticipated role of the Agency and its representative;
h. Any proposed recording, media, photography, or promotional activity;
i. Any requested use of the Agency's name, logo, materials, or resources; and
j. Any deadlines, agreements, costs, sponsorships, or other participation requirements.

3.1.4 Requests should be submitted sufficiently in advance to allow for programmatic review, staffing assessment, communications coordination, preparation, and approval.

3.1.5 Submission or receipt of a request does not constitute approval. No employee or contractor may confirm Agency participation before the required review and authorization are completed.

3.2 Initial Administrative Review

3.2.1 The designated administrative, program, or communications staff member receiving the request shall review it for completeness and identify the program or department most closely associated with the requested topic or activity.

3.2.2 Additional information may be requested from the requesting organization, referring employee, proposed representative, or other appropriate party before the request is routed for consideration.

3.2.3 A completed request shall be routed to the applicable program or department leadership at the Deputy Director level for the initial programmatic and organizational review.

3.2.4 If the request involves more than one program or department, it may be routed to each affected Deputy Director or to the executive leader responsible for coordinating the involved areas.

3.2.5 Requests involving potentially significant legal, clinical, ethical, fiscal, safety, reputational, political, media, or organizational considerations may be referred directly to the Executive Team or other appropriate Agency personnel for review.

3.3 Program or Department Leadership Review

3.3.1 The applicable Deputy Director shall determine whether the proposed engagement is appropriate for Agency participation and aligned with the Agency's:

a. Mission, values, and strategic priorities;
b. Programs, services, and community responsibilities;
c. Public education and community engagement objectives;
d. Current initiatives and approved organizational messaging; and
e. Available staffing, operational capacity, and resources.

3.3.2 In making this determination, the Deputy Director shall consider, as applicable:

a. The identity, purpose, and nature of the requesting outside entity;
b. The purpose, format, and intended outcomes of the engagement;
c. The composition, needs, and expectations of the intended audience;
d. The requested topic and its relationship to Agency programs or services;
e. Whether the proposed representative has the appropriate knowledge, experience, qualifications, and subject-matter expertise;
f. Whether the proposed content is consistent with the representative's position, assigned responsibilities, licensure, credentials, and scope of practice;
g. The need for cultural, linguistic, accessibility, or community-specific knowledge;
h. The potential benefit to the Agency, its clients, community partners, or the public;
i. Staffing availability, workload, scheduling, and continuity of Agency services;
j. Clinical coverage or other operational requirements;
k. The amount of preparation, travel, work time, or Agency resources required;
l. Any financial, contractual, sponsorship, reimbursement, or compensation considerations;
m. Any confidentiality, privacy, legal, ethical, safety, or conflict-of-interest concerns;
n. The potential effect on the Agency's reputation, public trust, partnerships, or governmental relationships;
o. Any media, recording, photography, social media, branding, or public communications implications;
p. Whether presentation materials require technical, clinical, legal, executive, or communications review; and
q. Any other consideration affecting the appropriateness of Agency participation or assignment of an Agency representative.

3.3.3 Following the review, the Deputy Director shall determine whether the request should be:

a. Directed to the Communications Supervisor for further review, coordination, and assignment;
b. Referred to the Executive Team for consideration and final determination;
c. Returned for additional information or modification; or
d. Declined at the program or department level because the request is not aligned with the Agency's mission, programs, priorities, professional standards, or operational capacity.

3.3.4 A request should be referred to the Executive Team when it:

a. Involves a significant or sensitive Agency-wide matter;
b. May establish or communicate an official Agency position;
c. Involves elected officials, governing bodies, regulatory agencies, significant funding partners, or other high-level external stakeholders;
d. Presents material legal, clinical, ethical, fiscal, safety, political, or reputational considerations;
e. Involves media participation or broad public distribution beyond routine community outreach;
f. Requires substantial Agency resources or affects multiple departments;
g. Falls outside established Agency programs, services, messaging, or professional expertise;
h. Creates uncertainty regarding the appropriate representative or level of authority required; or
i. Cannot be resolved through consultation between the Deputy Director and Communications Supervisor.

3.3.5 The Deputy Director shall document the recommended disposition and, when applicable, identify the proposed Agency representative and any recommended conditions of participation.

3.4 Communications Review, Consultation, and Assignment

3.4.1 When a request is directed to the Communications Supervisor, the Communications Supervisor shall evaluate:

a. The appropriateness of Agency participation in the event;
b. The purpose, audience, format, reach, and public visibility of the engagement;
c. The proposed Agency representative submitted by the Deputy Director;
d. Whether the representative's position, knowledge, experience, and communication responsibilities are appropriate for the engagement;
e. Whether another representative or additional subject-matter expert should be assigned;
f. The consistency of the proposed topic and content with Agency messaging;
g. Communications, media, branding, recording, photography, and promotional considerations;
h. The need for review or development of presentation materials, talking points, handouts, or public information;
i. The need for coordination with other programs, departments, executives, or external partners; and
j. Any concern that may warrant Executive Team review.

3.4.2 The Communications Supervisor may:

a. Support the request and the representative proposed by the Deputy Director;
b. Recommend modifications to the topic, format, scope, messaging, materials, or conditions of participation;
c. Recommend a different or additional Agency representative;
d. Request additional information before completing the review;
e. Recommend that the request be declined; or
f. Refer the request to the Executive Team for final determination.

3.4.3 The Communications Supervisor shall not independently change the Deputy Director's proposed representative or materially alter the programmatic content without consultation with the Deputy Director.

3.4.4 If the Communications Supervisor has questions or concerns regarding the event, proposed representative, content, audience, assignment, or conditions of participation, the Communications Supervisor shall consult with the Deputy Director.

3.4.5 The Communications Supervisor or Deputy Director may involve the Chief Administrative Officer when:

a. The matter cannot be resolved through their consultation;
b. The engagement presents significant communications, operational, legal, fiscal, safety, or reputational considerations;
c. The request affects multiple departments or Agency-wide priorities;
d. The appropriate representative or approval authority is unclear; or
e. Executive Team review may be necessary.

3.4.6 Consultation among the Communications Supervisor, Deputy Director, and, when appropriate, the Chief Administrative Officer may result in:

a. The request moving forward as submitted;
b. Approval subject to specified modifications or conditions;
c. Assignment of a different or additional Agency representative;
d. A request for additional information or preparation;
e. The request being declined; or
f. Referral to the Executive Team for final determination.

3.5 Executive Team Review and Final Determination

3.5.1 The Executive Team shall review requests referred by the Deputy Director, Communications Supervisor, Chief Administrative Officer, or other authorized Agency leadership.

3.5.2 The Executive Team may consider:

a. Alignment with the Agency's mission, strategic priorities, programs, and approved public positions;

b. The purpose, audience, scope, sensitivity, and visibility of the engagement;
c. The appropriateness and authority of the proposed Agency representative;
d. Legal, ethical, clinical, fiscal, safety, political, operational, and reputational considerations;
e. The responsible use of Agency staff time, funding, materials, and other resources;
f. The effect on existing services, workloads, partnerships, or organizational commitments; and
g. Any conditions necessary to protect the Agency's interests and ensure appropriate representation.

3.5.3 The Executive Team may:
a. Approve the request as submitted;
b. Approve the request with conditions;
c. Modify the scope, content, format, or level of Agency participation;
d. Assign or approve an alternate or additional representative;
e. Request additional information or preparation;
f. Return the request for further departmental or Communications review;
g. Deny the request; or
h. Withdraw previously granted approval when circumstances warrant.

3.5.4 The Executive Team's determination shall be final.

3.5.5 The final decision and any conditions of participation shall be communicated to the Deputy Director, Communications Supervisor, proposed Agency representative, and other affected parties.

3.5.6 The designated program, administrative, or Communications staff member shall notify the requesting outside entity of the Agency's decision and coordinate any approved next steps.

3.5.7 All approvals, conditions, assignments, modifications, denials, and withdrawals shall be documented and retained with the Community Presentation/Event Request Form.

3.5.8 No employee or contractor may confirm attendance, accept a speaking role, distribute promotional information, authorize use of the Agency's name or logo, or otherwise commit the Agency until final authorization has been communicated.

3.6 Event Participation Standards

3.6.1 Agency Representatives shall conduct themselves professionally and ethically during all Community Engagement Activities.

3.6.2 Agency Representatives shall provide information that is accurate and consistent with Agency-approved messaging.

3.6.3 Agency Representatives shall maintain appropriate professional boundaries and comply with all applicable laws, regulations, and Agency policies.

3.6.4 Agency Representatives shall respect the cultural, linguistic, accessibility, and communication needs of participants whenever feasible.

3.6.5 Agency Representatives shall protect all Protected Information and maintain confidentiality in accordance with applicable legal and ethical requirements.

3.6.6 Community Engagement Activities are educational, informational, and outreach activities and shall not be used to provide therapy, clinical treatment, diagnosis, intake services, or formal client assessments.

3.7 Communications, Media, and Branding

3.7.1 Public announcements, marketing materials, media interactions, and promotional activities related to approved events shall comply with Agency communications and branding standards.

3.7.2 The Agency's name, logo, trademarks, and other identifying materials shall only be used for authorized Agency purposes.

3.7.3 Photography, video recording, interviews, media appearances, and social media activities shall comply with applicable Agency policies and authorization requirements.

3.8 Compensation and Agency Resources

3.8.1 Participation in approved Community Engagement Activities during scheduled work hours shall be considered Agency business.

3.8.2 Employees shall not personally receive compensation, honoraria, consulting fees, stipends, or similar payments for activities performed as Agency Representatives unless specifically authorized by the Executive Director.
3.8.3 Approved reimbursements, sponsorships, or other payments related to Community Engagement Activities shall be processed through established Agency fiscal procedures.
3.8.4 Presentation Materials and related work products created using Agency resources, systems, equipment, or compensated work time shall remain Agency property unless otherwise authorized.

3.9 Safety, Crisis Response, and Risk Management

3.9.1 Agency Representatives shall immediately address any safety concerns in accordance with applicable Agency emergency procedures.
3.9.2 When an individual presents with an immediate behavioral health crisis or safety risk, staff shall provide appropriate referrals, crisis resources, or emergency response contacts consistent with Agency protocols.
3.9.3 Community Engagement Activities shall not be used as a substitute for clinical intervention or emergency behavioral health services.

3.10 Documentation and Record Retention

3.10.1 Approved requests, supporting documentation, Presentation Materials, agreements, releases, approvals, and related records shall be maintained in accordance with Agency record-retention requirements.
3.10.2 Departments may track participation data, attendance, outreach activities, outcomes, community contacts, and follow-up actions associated with approved Community Engagement Activities.
3.10.3 Presenters may be required to provide post-event documentation, evaluation information, or activity summaries when requested by Executive Leadership.

4. References

4.1 Legal and Regulatory References

a. Health Insurance Portability and Accountability Act of 1996 (HIPAA), Privacy Rule, 45 C.F.R. Parts 160 and 164.
b. California Confidentiality of Medical Information Act, Civil Code section 56 et seq.
c. California Welfare and Institutions Code section 5328 et seq., confidentiality of mental health records and information.

4.2 Related TCMHA Policies and Procedures

Agency policies concerning confidentiality and privacy, media and communications, social media, emergency response, conflicts of interest, contracting authority, intellectual property, and records retention.

4.3 Other References

Applicable event agreements, insurance requirements, host-site rules, and accessibility standards.

5. Forms

5.1 Associated Forms

Exhibit A – Community Presentation/Event Request Form
Exhibit B – Agency Media Release Form

5.2 Attachments

None.

5.3 Electronic Forms or Resources

None.

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Grants Opportunity Process	{{POLICY_NUMBER}}	10/21/2026	1 of 3
APPROVED BY:	**SUPERSEDES:**	**ORIGINAL ISSUE DATE:**	**RESPONSIBLE PARTIES:**
Governing Board{{EXECUTIVE_DIRECTOR_APPROVAL}}	New	New	Exec Director, Strategic Initiatives Director, Grants Manager

Purpose

The purpose of this Policy is to establish principles governing the identification, evaluation, acceptance, administration, and oversight of grant funding opportunities in support of Tri-City Mental Health Authority's mission, strategic priorities, and long-term organizational sustainability.

1. Policy

Tri-City Mental Health Authority (TCMHA) recognizes grants as an important funding source that may support programs, services, capital projects, innovation, and other activities that advance the Authority's mission and strategic objectives. Grant funding opportunities shall be pursued only when they are consistent with TCMHA's mission, values, strategic priorities, and adopted goals.

Prior to submission of a grant application and prior to acceptance of a grant award, TCMHA shall evaluate the financial, operational, compliance, legal, and sustainability implications associated with the funding opportunity. Such evaluation shall include consideration of grant requirements, matching fund obligations, administrative and reporting burdens, cash flow impacts, staffing requirements, ongoing operational costs, and any commitments that may extend beyond the grant funding period.

TCMHA shall maintain appropriate administrative, fiscal, and operational controls to ensure grant funds are managed responsibly and in accordance with all applicable laws, regulations, funding requirements, and grant agreement terms and conditions.
Grant-funded programs, projects, and activities shall be assigned appropriate oversight and accountability to ensure successful implementation, compliance, performance monitoring, reporting, and stewardship of public and private resources.

The Executive Director or designee is authorized to evaluate and pursue grant opportunities in accordance with this Policy and any delegated authority established by the Governing Board.

The Governing Board shall approve grant awards, grant agreements, and associated actions when required by law, Board policy, or the Authority's established delegation of authority.
Grant-funded programs and activities shall be periodically evaluated to assess effectiveness, outcomes, compliance, fiscal impact, and long-term organizational benefit. Decisions regarding continuation, renewal, expansion, or conclusion of grant-supported activities shall consider both programmatic outcomes and long-term sustainability.

2. Definitions

Grant - A form of financial assistance provided by a government agency, foundation, corporation, or individual to support a program, project, service, capital improvement, or other authorized activity.

Grant Application -- The forms, documents, certifications, budgets, and supporting materials submitted in response to a grant funding opportunity.

Grant Agreement - A legally binding agreement between TCMHA and a funding entity that establishes the terms, conditions, responsibilities, reporting requirements, and allowable use of grant funds.

3. Procedures

3.1 Grant Opportunity Identification and Review

3.1.1 Staff identifying a potential grant opportunity shall complete a Grant Opportunity Review Form and submit it to the Grants Unit.

3.1.2 The Grants Unit shall review the opportunity for strategic alignment, eligibility, funding requirements, operational impact, and feasibility.

3.1.3 The opportunity shall be presented to the Executive Team for review and approval prior to preparation or submission of a grant application.

3.2 Grant Development and Application

3.2.1 Relevant departments shall collaborate in the preparation of grant applications as necessary.

3.2.2 Required programmatic, financial, data, staffing, technology, facilities, and compliance information shall be obtained and incorporated into the application.

3.2.3 A funding analysis shall be completed prior to application submission.

3.2.4 All required internal reviews and approvals shall be completed prior to application submission.

3.2.5 Applications shall be submitted in accordance with funding agency requirements and deadlines.

3.3 Grant Award Review and Acceptance

3.3.1 Upon notification of an award, the Executive Team shall be informed.

3.3.2 Grant agreements and supporting documentation shall be reviewed by appropriate administrative, fiscal, and legal personnel.

3.3.3 Grant awards requiring Governing Board approval shall be presented to the Governing Board for consideration.

3.3.4 Upon approval, the Executive Director or authorized designee shall execute the grant agreement.

3.3.5 Executed grant documents shall be maintained in accordance with TCMHA records retention requirements.

3.4 Grant Administration and Implementation

3.4.1 An implementation plan shall be developed for each awarded grant, as appropriate.

3.4.2 Grant responsibilities shall be assigned to designated departments and personnel.

3.4.3 Staff responsible for grant administration shall receive training, as necessary, regarding applicable grant requirements.

3.4.4 Financial tracking, expenditure monitoring, reimbursement requests, and reporting activities shall be conducted in accordance with applicable requirements.

3.4.5 Program performance, deliverables, and compliance requirements shall be monitored throughout the grant period.

3.5 Grant Evaluation and Closeout

3.5.1 Prior to renewal, continuation, or extension of a grant-funded activity, an evaluation shall be completed assessing program outcomes, compliance, fiscal impact, and sustainability.

3.5.2 Grant closeout activities shall be completed in accordance with funding agency requirements.

3.5.3 Required financial, programmatic, and performance reports shall be submitted and retained as required.

4. References

4.1 Legal and Regulatory References

A. Grants.gov Grants Learning Center

B. National Grants Management Association

4.2 Related TCMHA Policies and Procedures

Enter references or None.

4.3 Other References

Enter references or None.

5. Forms

5.1 Associated Forms

A. Grant Opportunity Review Form

5.2 Attachments

Enter forms/resources or None.

5.3 Electronic Forms or Resources

Enter forms/resources or None.

AGENDA ITEM NO. 9

Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson, Placide, LMFT, Executive Director

BY: Kitha Torregano, Human Resources Director

SUBJECT: Consideration of Resolution No. 892 Approving the Revised Personnel Rules and Regulations and Delegation of Administrative Authority

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Summary:

Staff requests Governing Board approval of the revised Personnel Rules and Regulations (Rules). This item was presented at the September 16, 2026, meeting but was only partially approved, as the Governing Board requested additional time to review some of the proposed revisions. Staff has prepared an enhanced Board-review draft with a color legend following the cover page to facilitate review of the proposed governance framework and revisions.

The proposed revisions clarify the respective responsibilities of the Governing Board and Executive Director. Rule I reserves material personnel policy decisions to the Governing Board while authorizing the Executive Director to administer, interpret, and implement the adopted Rules and related non-material administrative procedures within defined limits.

The Rules remain one integrated Governing Board-adopted document. Color coding is a review aid only and does not alter the legal effect of the adopted provisions.

Background:

At its September 16, 2026, meeting, the Governing Board considered the proposed revisions to the Personnel Rules and Regulations and requested additional time to evaluate the item. The item is therefore returning for consideration with an expanded review presentation. Staff inserted:

1) ***Consolidated Verbatim Changes Guide*** – *All changes together for review at-a-glance and,*
2) ***Review Guide and Color Legend*** immediately following the cover page of the DRAFT document. This is removed on the FINAL.

The **Review Guide** identifies green text as provisions reflecting Governing Board-retained authority; blue text as provisions reflecting Executive Director-delegated authority; black text as general policy and administrative provisions; and red text as tracked revisions or additions. The guide also explains that approval adopts the Rules in their entirety, irrespective of color, and that material amendments remain subject to Governing Board approval. The review markings and explanatory comments are intended to assist deliberation and are not included as operative color coding in the clean final version.

Substantively, Rule I delineates decisions reserved to the Governing Board, including material changes to classifications, compensation and benefits, employee rights, organizational structure, and other matters requiring Board action. It authorizes routine personnel administration and

nonmaterial implementation updates by the Executive Director, subject to law, adopted budgets, and Board-approved policy.

The proposed revisions were reviewed by the Authority's employment law firm, Liebert Cassidy Whitmore, for legal compliance and consistency with applicable employment law and the Authority's personnel governance framework. This legal review supports the revisions presented for Governing Board consideration.

Staff provides both a marked Board-review draft and a clean final version to support review of the revisions and the proposed adoption language. The draft is a review tool; the clean final document is the version proposed for adoption.

Fiscal Impact:

Approval of the revised Rules is not anticipated to have a direct fiscal impact. Any future action requiring Board approval, including material changes to compensation or benefits or commitments beyond adopted budget authority, remains subject to separate Governing Board consideration.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 892 approving the revised Personnel Rules and Regulations effective October 21, 2026, including the Rule I governance and administrative authority framework, the trainee appointment revision, and removal of the obsolete employee incentive pay provision.

Attachments

Attachment 9-A: Personnel Rules and Regulations Consolidated Verbatim Changes Guide

Attachment 9-B: Personnel Rules and Regulations Revised October 21, 2026 DRAFT

Attachment 9-C: Personnel Rules and Regulations Revised October 21, 2026 FINAL

RESOLUTION NO. 982

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVAL OF REVISED PERSONNEL RULES AND REGULATIONS AND DELEGATION OF ADMINISTRATIVE AUTHORITY

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. The Authority presented proposed revisions to its Personnel Rules and Regulations at the September 16, 2026 Governing Board meeting. The Governing Board requested additional time to review the proposed revisions, and the item is being returned for consideration.

B. To facilitate the Governing Board's review, staff prepared a marked review version with a color legend following the cover page, distinguishing Governing Board-retained authority, Executive Director-delegated authority, general policy and administrative provisions, and tracked revisions. The color coding and explanatory comments are review aids and do not independently alter the meaning or legal effect of the Rules.

C. The proposed revisions were reviewed by the Authority's employment law firm, Liebert Cassidy Whitmore, for legal compliance and consistency with applicable employment law and the Authority's personnel governance framework.

D. The Governing Board approves the revised Personnel Rules and Regulations in their entirety, including the governance framework in Rule I, and retains authority over adoption and material amendments of the Rules and other matters expressly reserved to the Governing Board.

E. The Executive Director is authorized, subject to Rule I and applicable law, to administer, interpret, and implement the Rules and to adopt, amend, or rescind supplemental administrative policies, procedures, work rules, forms, guidelines, and practices, provided such actions do not materially alter employee rights, compensation or benefit structures, Governing Board authority, material fiscal commitments, or the substantive intent of the Rules.

F. Human Resources shall review administrative amendments for consistency with the Personnel Rules and applicable requirements. In the event of a conflict, the Governing Board adopted Personnel Rules and Regulations shall control.

G. Non-substantive administrative corrections may be made within the limits established in Rule I, without changing the substantive meaning of the Rules.

H. The revised Personnel Rules and Regulations shall become effective upon Governing Board approval on October 21, 2026, and supersede previous versions.

[Continues on Page 2]

2. Action

The Governing Board approves and establishes the Authority's Revised Personnel Rules and Regulations and Delegation of Administrative Authority

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

CONSOLIDATED VERBATIM CHANGES

Personnel Rules and Regulations
Board Review Companion Document

Source: TCMHA Personnel Rules & Regulations Revised 10212026 DRAFT.docx

Purpose. This companion document consolidates each paragraph containing a tracked revision in the draft master document. The language is reproduced verbatim and grouped by Rule and Section so the Governing Board can review the revisions without reading the full master document piecemeal.

Reading guide. ~~Deleted language~~ is shown in red strikethrough. Inserted language is shown in blue underline. Unchanged words within a revised paragraph are shown in black to preserve the complete context and wording.

Total revised paragraphs consolidated: 32

1. ~~January 17, 2024~~October 21, 2026

2. Effective ~~January 1, 2024~~October 21, 2026

3. RED TEXT: TRACKED CHANGES

4. Red text identifies areas where general revisions, corrections or new additions were made in tracked changes.

RULE I. INTRODUCTORY STATEMENT…… 1

Section 1: Authority and Administration of Rules……..1

5. Section 1: Authority and Administration of Rules……..1

RULE I. INTRODUCTORY STATEMENT

Section 1: Personnel File 85

6. ~~As a public behavioral health system of care, Tri-City Mental Health Authority (the Authority or Tri-City) recognizes that employees (human resources) are the Authority's greatest assets. These rules and regulations are set forth to provide policies for the management of personnel operations for Tri-City. Tri-City reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in these rules and regulations or in any other document. All such revisions will be effective only upon approval by the Governing Board. The Human Resources Department is responsible for the implementation and the administrative interpretation of these rules and the maintenance of records related thereto. These rules are/may be supplemented by Clinical, Operational and Accounting Policies and Procedures.~~ As a public behavioral health system of care, Tri-City Mental Health Authority (the Authority or Tri-City) recognizes that employees (human resources) are the Authority's greatest assets. These Personnel Rules and Regulations establish the Governing Board-adopted framework for management of the Authority's personnel system. Material amendments to these Rules and Regulations require Governing Board approval. Except for matters expressly reserved to the Governing Board, the Executive Director is authorized to administer, interpret, and implement these Rules and Regulations and may delegate administrative responsibilities to Human Resources and other management personnel. The Executive Director may adopt, amend, or rescind supplemental administrative policies, procedures, work rules, forms, guidelines, and practices necessary to implement these Rules, provided such actions do not materially alter employee rights, compensation or benefit structures, Governing Board authority, material fiscal commitments, or the substantive intent of these Rules.

SECTION 1: AUTHORITY AND ADMINISTRATION OF RULES

7. The Governing Board adopts these Personnel Rules and Regulations and retains authority over: (1) adoption and material amendment of these Rules; (2) appointment, compensation, evaluation, discipline, and separation of the Executive Director; (3) establishment or material modification of employee classifications, salary ranges, compensation systems, and benefit structures; (4) adoption of the Authority's budget and material changes to authorized staffing or organizational structure; (5) establishment or material modification of employee grievance, disciplinary appeal, or other substantive employment rights; (6) material reductions in force, program eliminations, or reorganizations requiring Governing Board budgetary or policy action; and (7) any matter required by law, the Joint Powers Agreement, Governing Board resolution, or these Rules to be approved by the Governing Board.

8. ~~General policy and administrative provisions contained in these Rules remain part of the Governing Board-adopted personnel framework. Their day-to-day administration does not require separate Governing Board action unless an administrative decision would materially amend these Rules, exceed adopted budgetary authority, alter an approved salary range or benefit structure, modify an employee right or appeal process, or otherwise involve a matter reserved to the Governing Board.~~ Except for matters expressly reserved to the Governing Board, the Executive Director has authority to administer the personnel system of the Authority, including hiring, appointment, assignment, transfer, promotion, evaluation, compensation within Governing Board-approved ranges, discipline, separation, leave administration, workplace operations, implementation and interpretation of these Rules, and adoption of administrative policies and procedures necessary to carry out these Rules. The Executive Director may delegate these responsibilities to Human Resources, executive management, department directors, managers, supervisors, or other appropriate staff. The Executive Director's authority shall be exercised consistent with applicable law, the Joint Powers Agreement, these Rules, Governing Board policy, Board-approved salary and benefit structures, and the adopted budget. Administrative changes that do not materially alter employee rights, compensation, benefits, Governing Board authority, material fiscal commitments, or the substantive intent of these Rules do not require separate Governing Board approval.

9. For purposes of these Rules, a "material amendment" means a change that creates, eliminates, or materially modifies an employee right or entitlement; changes a salary range, benefit structure, disciplinary or appeal right; establishes a material fiscal commitment; changes Governing Board-retained authority; or materially alters the Authority's organizational or classification structure. Administrative updates include changes to forms, titles, department references, internal routing, procedures, technology systems, statutory or regulatory citations, clerical matters, and other implementation details that do not have those substantive effects.

10. Supplemental personnel policies adopted under delegated authority are subordinate to these Rules. The Executive Director or designee may revise such policies to conform to changes in law or to improve administrative implementation without Governing Board approval, provided the revision does not materially expand or reduce employee rights or benefits or otherwise affect a matter reserved to the Governing Board.

RULE II. GENERAL PROVISIONS

SECTION 1. OFFICERS AND EMPLOYEES TO WHICH RULES AND REGULATIONS ARE APPLICABLE

11. Employees in the Executive Management Service. Positions presently included in this status are: Executive Director, Chief Financial Officer, ~~Director of Clinical Program Services~~Chief Program Officer, Chief ~~Operations~~ Administrative Officer, ~~Director of MHSA and Ethnic Services,~~ Chief Compliance Officer, and Medical Director;

SECTION 2. DEFINITION OF TERMS

12. ~~"APPOINTING AUTHORITY" means the Executive Director or other officer who has been delegated the power to fill positions in the competitive service or to administer discipline.~~"APPOINTING AUTHORITY" means the Executive Director, except as to the Executive Director where the Governing Board is the appointing authority, or another officer or management employee to whom the Executive Director has delegated authority to fill positions in the competitive service or administer discipline.

13. ~~"CLASSIFICATION PLAN" means the designation by resolution of the Governing Board of a title for each class together with the specifications for each class as prepared and maintained by the Personnel Officer.~~"CLASSIFICATION PLAN" means the Governing Board-approved framework of classifications and associated salary ranges. Human Resources, under the direction of the Executive Director, prepares and maintains class specifications and may make nonmaterial administrative updates that do not create a new classification, materially change the nature of a classification, or alter a Governing Board-approved salary range.

SECTION 3. HUMAN RESOURCES DEPARTMENT - POWERS AND DUTIES

14. ~~The Human Resources Department or his/her designee or agency employed for that purpose, shall:~~Under the direction and delegated authority of the Executive Director, the Human Resources Department, its designee, or an agency employed for that purpose, shall:

15. ~~Prepare and recommend to the Governing Board, as required, amendments to these rules and regulations.~~Prepare proposed amendments to these Rules and Regulations for review by the Executive Director and, when material or otherwise requiring Governing Board action, recommendation to the Governing Board.

16. ~~Prepare a "salary compensation" plan and revisions thereto as required.~~Prepare proposed salary and compensation plans and revisions for review by the Executive Director and Chief Financial Officer and, when Governing Board approval is required, for recommendation to the Governing Board.

17. ~~The development of a pay and benefit package for management, confidential, and unrepresented employees and the presentation of this package to the Governing Board.~~The development of proposed pay and benefit packages for management, confidential, and unrepresented employees for review by the Executive Director and, where Governing Board action is required, recommendation to the Governing Board.

SECTION 7. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT AND RETALIATION

18. There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Human Resources ~~Manage~~ Director immediately. In addition to making a complaint, an individual can also:

19. Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources ~~Manager~~ Director will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources ~~Manager~~ Director may coordinate the investigation with the complainant's department head ~~and~~/or Chief Compliance Officer ~~Director of MHSA and Ethnic Services~~ and may hire an outside investigator if the Authority deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources ~~Manager~~Director. The Human Resources ~~Manager~~ Director will report the status of investigations to the Executive Director as appropriate. The Human Resources ~~Manager~~Director, in concurrence with the Chief ~~Operations~~ Administrative Officer and Executive Director, may take interim action to diffuse volatile circumstances.

20. The Human Resources Directo~~Manage~~r and Chief ~~Operations~~ Administrative Officer, in conjunction with legal counsel, and the ~~Director of MHSA and Ethnic Services~~Chief Compliance Officer, may advise Department Head on recommended course of action in regards to the findings of the investigation of complaints regarding protected classifications.

21. At the conclusion of the investigation, the Human Resources ~~Manager~~ Director will notify the complainant in general terms of the outcome of the investigation.

22. Any questions, concerns or comments related to this complaint procedure should be directed to the Human Resources ~~Manager~~ Director or the Chief ~~Operations~~ Administrative Officer.

SECTION 8. GRIEVANCE PROCEDURE

23. Any grievance not resolved at Step 2 may be submitted in writing to the department director (e.g. ~~Director of Clinical Program Services~~Chief Program Officer, Chief ~~Operations~~ Administrative Officer, Chief Financial Officer, Chief Compliance Officer, ~~Director of MHSA and Ethnic Services,~~ Medical Director) no later than ten (10) calendar days after the date of the immediate supervisor's written reply. If the employee does not receive a timely reply from his or her supervisor in Step 2, he or she may submit a written grievance to the department director no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 2.

RULE III. CLASSIFICATION PLAN

SECTION 1. CLASS SPECIFICATIONS

24. ~~Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. When a new position has been created, the Position Related Changes and Recruitment Form must be completed and signed by the Executive Director, Chief Operations Officer, Chief Financial Officer and Department Director for the new position and submitted to Human Resources for approval. The new position must be approved by the Governing Board and included in the Classifications Specifications before any job posting or recruiting can begin.~~ Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. Creation of a new classification, establishment or material modification of a classification's salary range, creation of an unbudgeted position, or a material organizational restructuring requires Governing Board approval. Within the Governing Board-approved classification plan and adopted budget, the Executive Director may create, fill, reassign, reorganize, or eliminate individual positions and may authorize recruitment for such positions. The Position Related Changes and Recruitment Form shall be completed and processed in accordance with administrative procedures established by the Executive Director or Human Resources.

RULE V. COMPENSATION PLAN

SECTION 1. SALARY RANGE

25. ~~The Human Resources Department or the person or agency employed for that purpose shall establish a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. All salary ranges shall be adopted by the Governing Board by resolution. The Executive Director retains the authority to adjust salary on a case-by-case basis within the range at any time if it is determined that the current salary adversely affects recruitment and retention. All salary ranges must be included on the Fiscal Year pay schedule and must also be approved by the Governing Board.~~The Human Resources Department or the person or agency employed for that purpose shall prepare and recommend a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. Salary ranges and material changes to the compensation structure shall be adopted by the Governing Board by resolution and included on the Fiscal Year pay schedule. Subject to the adopted budget and applicable compensation policies, the Executive Director retains authority to establish or adjust an individual employee's salary within the Governing Board-approved range, including adjustments reasonably necessary for recruitment, retention, internal equity, or other operational needs.

SECTION 5. SALARY INCREASES

26. ~~Annual salary increases are contingent upon Tri-City's ability to pay, as determined by the Chief Financial Officer.~~Annual salary increases are contingent upon the Governing Board-approved budget and Tri-City's financial ability to pay. Within that approved budget, the Executive Director and Chief Financial Officer may determine whether and to what extent authorized merit increases will be implemented.

27. ~~The Executive Director and Chief Financial Officer will consider each fiscal years merit increase percentages based on Tri-City's ability to pay based on that fiscal year's budget. The Chief Financial Officer will notify the Human Resources Department of the approval fiscal year merit increase percentage. The Human Resources Department will be responsible to inform all staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer also retain the authority to revise the merit rating schedule, such as eliminating all ratings except for Meets Expectations.~~Within the Governing Board-approved compensation framework and adopted fiscal-year budget, the Executive Director and Chief Financial Officer will determine the merit increase percentage, if any, to be implemented for that fiscal year. The Chief Financial Officer will notify Human Resources of the approved fiscal-year merit increase percentage, and Human Resources will inform staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer may make administrative revisions to performance-rating forms and procedures; however, a material change to the compensation methodology or employee eligibility for merit compensation requires Governing Board approval.

SECTION 14. BILINGUAL INCENTIVE PAY

28. ~~The Authority will provide bilingual incentive pay to qualified employees who have the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, any of the Asian languages, and uses the language in his/her work in accordance with operational guidelines in effect established by the Executive Director and Director of Clinical Program Services. Bilingual incentive pay shall be in the amount of $0.50 per hour totaling in $1,040 per year. Department Directors reserve the right to repeal bilingual incentive pay at any time depending on the need of the Department and/or position. The Authority reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. The Authority additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Bilingual incentive pay will take effect at the beginning of the pay period following all completed qualifications and approvals.~~The Authority will provide bilingual incentive pay to qualified employees who use an approved language in their work in accordance with operational guidelines established by the Executive Director or designee. Bilingual incentive pay shall be in the amount approved as part of the Governing Board-adopted compensation structure. The Executive Director or designee may determine which languages, positions, and assignments qualify based on operational need and may establish testing, eligibility, and administrative procedures. A material change to the amount or structure of bilingual incentive pay requires Governing Board approval. Bilingual incentive pay will take effect at the beginning of the pay period following completion of all applicable qualifications and approvals.

SECTION 16. ON CALL PAY

29. ~~Certain staff members are required to be available after-hours on a rotating basis. These staff members receive an annual on-call pay. In addition, if staff is called to come into the office, they will be paid for hours actually worked, including travel time to and from their home. Department Directors reserve the right to repeal On-Call pay at any time depending on the need of the Department and/or position. (Refer to On-Call Pay Policy & Procedure for further details.)~~Certain staff members may be required to be available after-hours on a rotating basis and may receive on-call pay in accordance with the Governing Board-approved compensation structure. The Executive Director or designee may determine which positions or assignments require on-call coverage based on operational need and may discontinue an individual on-call assignment when no longer required. A material change to the rate or structure of on-call compensation requires Governing Board approval. If staff is called to work, compensation for hours actually worked, including travel time where required, will be provided in accordance with applicable law and Authority policy. (Refer to On-Call Pay Policy & Procedure for further details.)

RULE VI. LEAVE BENEFITS

SECTION 3. HOLIDAYS

30. ~~The Executive Director is empowered to determine whether the Authority shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning, or holiday, as well as determine if any other day shall be a holiday.~~The Executive Director may determine whether the Authority will observe a special day proclaimed by the President or Governor and may authorize an operational closure when consistent with the adopted budget and Governing Board-approved compensation and benefit structure. Permanent additions to the Authority's schedule of paid holidays, or other changes that materially increase employee leave or compensation benefits, require Governing Board approval.

SECTION 17. ADMINISTRATIVE LEAVE

31. ~~The Authority has the right to place an employee on leave at any time with full pay. An employee may be placed on administrative leave pending investigation of misconduct, potential disciplinary action, or other reasons that the Human Resources Manager, in his/her discretion, believes warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal if placed on paid administrative leave.~~The Authority has the right to place an employee on leave at any time with full pay. Under authority delegated by the Executive Director, Human Resources or other designated management may place an employee on administrative leave pending investigation of misconduct, potential disciplinary action, or other operational or personnel circumstances that reasonably warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal solely from placement on paid administrative leave.

RULE VIII. SEPARATION

SECTION 3. LAYOFF PROCEDURES

32. ~~The Authority may layoff any employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. This is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Authority determines that a reduction in the work force is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.~~The Authority may lay off employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. Governing Board approval is required when a reduction in force entails elimination of a program, material organizational restructuring, elimination of a classification, or a material amendment to the adopted budget. Within Governing Board-approved policy and budgetary authority, the Executive Director is authorized to determine and implement individual position and employee impacts in accordance with these Rules. A layoff is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Authority determines that a reduction in the workforce is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.

Verification note. This document is a review aid. The complete master document remains the controlling draft for adoption and should be reviewed for final formatting, cross-references, and legal consistency before Governing Board action.

PERSONNEL RULES AND REGULATIONS

Revised:

~~January 17, 2024~~October 21, 2026

Effective ~~January 1, 2024~~October 21, 2026

Supersedes All Previous Versions of Authority's Personnel Rules and Regulations, Policy and Guidelines

Administrative Office
1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788

Clinical Office
2008 N. Garey Avenue
and
1900 Royalty Drive
Pomona, CA 91767-2722

Wellness Center
1403 North Garey Avenue
Pomona, CA 91767

MHSA Office
2001 N. Garey Ave
Pomona, CA 91767-2722

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GOVERNING BOARD REVIEW GUIDE AND COLOR LEGEND

Personnel Rules and Regulations | Board Review Version

PURPOSE OF THIS REVIEW VERSION

This version of the Personnel Rules and Regulations has been color-coded to assist the Governing Board in distinguishing between matters reserved for Governing Board approval, matters administered under delegated authority, and general policy and administrative provisions.

GREEN TEXT: GOVERNING BOARD RETAINED AUTHORITY

Red text identifies provisions that reserve or require Governing Board approval. These provisions generally include the adoption or material amendment of personnel policy; establishment of salary ranges, benefit structures, and employee rights; executive employment matters; significant organizational or classification actions; and other decisions with substantial policy, legal, or fiscal implications.

BLUE TEXT: EXECUTIVE DIRECTOR DELEGATED AUTHORITY

Blue text identifies authority delegated to the Executive Director for the administration and implementation of these Governing Board-adopted Personnel Rules and Regulations. Delegated authority includes day-to-day personnel administration, operational decision-making, administrative interpretation, individual personnel actions, and implementation of Board-approved policies, salary schedules, budgets, and organizational direction. Brief explanatory comments are included with blue-text provisions to describe the basis for the delegated authority.

BLACK TEXT: GENERAL POLICY AND ADMINISTRATIVE PROVISIONS

Black text identifies general personnel policy, legal requirements, employee standards, definitions, and administrative procedures that do not independently confer or reserve decision-making authority. Black-text provisions remain part of the Personnel Rules and Regulations adopted by the Governing Board. Following adoption, these provisions are administered by the Executive Director and designated staff in accordance with applicable law, the approved budget, Governing Board policy, and any authority expressly reserved by the Governing Board.

RED TEXT: TRACKED CHANGES

Red text identifies areas where general revisions, corrections or new additions were made in tracked changes.

GOVERNING BOARD ACTION

Approval of this document constitutes Governing Board adoption of the Personnel Rules and Regulations in their entirety, including the red, blue, and black-text provisions. The color coding is provided as a governance reference and does not change the legal effect or applicability of any provision.

Material amendments to the Personnel Rules and Regulations remain subject to Governing Board approval. The Executive Director may administer, interpret, and implement the adopted Rules and may approve nonmaterial administrative updates, such as changes to forms, titles, department references, procedures, technology systems, and statutory citations, provided that such updates do not materially alter employee rights, compensation, benefits, Governing Board authority, fiscal commitments, or the substantive intent of the Rules.

BOARD-REVIEW NOTE

The comments and color coding are provided to assist with governance review. They should be removed from, or formally incorporated into, the final adopted version as directed by the Governing Board.

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Tri-City Mental Health Authority

Personnel Rules and Regulations

RULE I. INTRODUCTORY STATEMENT

~~As a public behavioral health system of care, Tri-City Mental Health Authority (the Authority or Tri-City) recognizes that employees (human resources) are the Authority's greatest assets. These rules and regulations are set forth to provide policies for the management of personnel operations for Tri-City. Tri-City reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in these rules and regulations or in any other document. All such revisions will be effective only upon approval by the Governing Board. The Human Resources Department is responsible for the implementation and the administrative interpretation of these rules and the maintenance of records related thereto. These rules are/may be supplemented by Clinical, Operational and Accounting Policies and Procedures.~~ As a public behavioral health system of care, Tri-City Mental Health Authority (the Authority or Tri-City) recognizes that employees (human resources) are the Authority's greatest assets. These Personnel Rules and Regulations establish the Governing Board-adopted framework for management of the Authority's personnel system. Material amendments to these Rules and Regulations require Governing Board approval. Except for matters expressly reserved to the Governing Board, the Executive Director is authorized to administer, interpret, and implement these Rules and Regulations and may delegate administrative responsibilities to Human Resources and other management personnel. The Executive Director may adopt, amend, or rescind supplemental administrative policies, procedures, work rules, forms, guidelines, and practices necessary to implement these Rules, provided such actions do not materially alter employee rights, compensation or benefit structures, Governing Board authority, material fiscal commitments, or the substantive intent of these Rules.

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

Please read this booklet carefully and keep it for future reference.

These rules and regulations shall supersede any prior personnel rules and regulations and became effective upon approval by the Governing Board on October 20, 2026.

SECTION 1: AUTHORITY AND ADMINISTRATION OF RULES

The Governing Board adopts these Personnel Rules and Regulations and retains authority over: (1) adoption and material amendment of these Rules; (2) appointment, compensation, evaluation, discipline, and separation of the Executive Director; (3) establishment or material modification of employee classifications, salary ranges, compensation systems, and benefit structures; (4) adoption of the Authority's budget and material changes to authorized staffing or organizational structure; (5) establishment or material modification of employee grievance, disciplinary appeal, or other substantive employment rights; (6) material reductions in force, program eliminations, or reorganizations requiring Governing Board budgetary or policy action; and (7) any matter required by law, the Joint Powers Agreement, Governing Board resolution, or these Rules to be approved by the Governing Board.

~~General policy and administrative provisions contained in these Rules remain part of the Governing~~

~~Board-adopted personnel framework. Their day-to-day administration does not require separate Governing Board action unless an administrative decision would materially amend these Rules, exceed adopted budgetary authority, alter an approved salary range or benefit structure, modify an employee right or appeal process, or otherwise involve a matter reserved to the Governing Board.~~Except for matters expressly reserved to the Governing Board, the Executive Director has authority to administer the personnel system of the Authority, including hiring, appointment, assignment, transfer, promotion, evaluation, compensation within Governing Board-approved ranges, discipline, separation, leave administration, workplace operations, implementation and interpretation of these Rules, and adoption of administrative policies and procedures necessary to carry out these Rules. The Executive Director may delegate these responsibilities to Human Resources, executive management, department directors, managers, supervisors, or other appropriate staff. The Executive Director's authority shall be exercised consistent with applicable law, the Joint Powers Agreement, these Rules, Governing Board policy, Board-approved salary and benefit structures, and the adopted budget. Administrative changes that do not materially alter employee rights, compensation, benefits, Governing Board authority, material fiscal commitments, or the substantive intent of these Rules do not require separate Governing Board approval.

For purposes of these Rules, a "material amendment" means a change that creates, eliminates, or materially modifies an employee right or entitlement; changes a salary range, benefit structure, disciplinary or appeal right; establishes a material fiscal commitment; changes Governing Board-retained authority; or materially alters the Authority's organizational or classification structure. Administrative updates include changes to forms, titles, department references, internal routing, procedures, technology systems, statutory or regulatory citations, clerical matters, and other implementation details that do not have those substantive effects.

Supplemental personnel policies adopted under delegated authority are subordinate to these Rules. The Executive Director or designee may revise such policies to conform to changes in law or to improve administrative implementation without Governing Board approval, provided the revision does not materially expand or reduce employee rights or benefits or otherwise affect a matter reserved to the Governing Board.

RULE II. GENERAL PROVISIONS

SECTION 1. OFFICERS AND EMPLOYEES TO WHICH RULES AND REGULATIONS ARE APPLICABLE

These rules and regulations shall apply to all full-time (40 hours per week) employees holding offices, positions, and employment in the competitive service of the Authority except those employees or groups excluded below or where the rules and regulations specifically provide otherwise. Unless otherwise specified, excluded employees and groups are:

A. Members of the Governing Board;

B. Members of the Mental Health Commission and appointed committees;

C. Persons engaged under contract to supply expert, professional or technical services for a definite period of time;

D. Volunteer personnel including those who receive no regular compensation from the Authority;

E. Employees in the Executive Management Service. Positions presently included in this status are: Executive Director, Chief Financial Officer, ~~Director of Clinical Program Services~~Chief

Program Officer, Chief ~~Operations~~ Administrative Officer, ~~Director of MHSA and Ethnic Services,~~ Chief Compliance Officer, and Medical Director;

F. Psychiatrists;

G. Part-Time Employees;

H. Temporary Employees.

Individuals in the categories listed above are not included in the competitive service to which these rules and regulations apply, but rather serve in an at-will status at the pleasure of the appointing authority. Such individuals have no property right in continued employment, are prohibited from the attainment of regular employment status, have no entitlement to pre-disciplinary rights or procedures, and are specifically excluded from disciplinary administrative appeal procedures contained in these rules and regulations.

SECTION 2. DEFINITION OF TERMS

All words and terms used in these rules and regulations and in any resolution dealing with personnel policies and procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

"ADMINISTRATIVE LEAVE" means leave approved by the Executive Director for special situations for which ordinary leaves such as annual/vacation, sick/medical, holiday, jury duty, and bereavement do not apply. Included, but not limited to, is substituted time off granted to FLSA "exempt" employees for pre-approved hours worked beyond the normal workweek.

"ADVANCEMENT" means a salary increase within the limits of the pay range established for classes provided by resolution.

"ALLOCATION" means the assignment of a single position to its proper class in accordance with the duties exercised, and the educational and experience requirements; or, the assignment of a class to a salary range or rate.

"ANNIVERSARY DATE" means date of initial appointment of an employee. (Also See Salary Anniversary Date)

~~"APPOINTING AUTHORITY" means the Executive Director or other officer who has been delegated the power to fill positions in the competitive service or to administer discipline.~~"APPOINTING AUTHORITY" means the Executive Director, except as to the Executive Director where the Governing Board is the appointing authority, or another officer or management employee to whom the Executive Director has delegated authority to fill positions in the competitive service or administer discipline.

"APPOINTMENT" means the employment of a person in a position.

"AT-WILL" means employment at the pleasure of the appointing authority. Individuals employed in an at-will status do not serve a probationary period, have no property right in continued employment, have no entitlement to pre-disciplinary rights or procedures, and are excluded from termination administrative appeal procedures.

"BASE SALARY" means the salary range and rate established in a salary resolution by the Governing Board exclusive of any overtime, shift differential, incentive, or other type of premium pay an employee may receive.

"CALL BACK DUTY" occurs when an employee is unexpectedly ordered by his/her department to return to duty, following the completion of his/her normal work shift or work week, because of unanticipated work requirements.

"CLASS" means all positions sufficiently similar in duties, authority, responsibilities, and minimum qualifications grouped for the equitable application of common standards of selection and compensation.

~~"CLASSIFICATION PLAN" means the designation by resolution of the Governing Board of a title for each class together with the specifications for each class as prepared and maintained by the Personnel Officer.~~"CLASSIFICATION PLAN" means the Governing Board-approved framework of classifications and associated salary ranges. Human Resources, under the direction of the Executive Director, prepares and maintains class specifications and may make nonmaterial administrative updates that do not create a new classification, materially change the nature of a classification, or alter a Governing Board-approved salary range.

"CLASS SPECIFICATIONS" means a written description of a class, setting forth the essential characteristics, functions, and requirements of the positions in the class.

"COMPENSATORY TIME OFF" means time taken off, with pay, from work in lieu of overtime pay.

"COMPETITIVE SERVICE" means all positions in the Authority service except those specifically excluded by these rules. Those excluded positions (listed in Rule II, Section 1 "Officers and Employees to Which Rules and Regulations are Applicable") serve in an at-will status at the pleasure of the appointing authority.

"CONTINUOUS SERVICE" means the employment without a break or interruption in the competitive service. A break or interruption in continuous service shall be construed as an absence of the employee from his/her employment initiated by either the Authority or the employee for periods of time of more than six consecutive months in an unpaid status.

"DEMOTION" means the voluntary or involuntary reduction of an employee from a position in one class to a position in another class having a lower maximum base salary rate and less responsible duties and/or less job qualifications.

"DISCIPLINE" generally means an action taken against an employee such as a verbal or written reprimand, suspension from work without pay, demotion, reduction in pay or discharge to correct performance deficiencies.

"DISCRIMINATION" (See Definition under Rule II, Section 6, Page 12.)

"DISMISSAL" means the involuntary separation of an employee from the Authority's service.

"DOMESTIC PARTNER" includes those persons who are legally registered as domestic partners with the California Secretary of State and who meet the minimum requirements set forth in California Family Code section 297.

"ELIGIBLE" means a person who may be appointed to a vacant position in the competitive service as provided by these rules.

"ELIGIBILITY LIST" means a list of names of persons who have been examined/interviewed for a position in the competitive service and who have passed and are ranked on the list based on the score received.

"EXEMPT CLASSES" means those classes of positions that, by the nature of the job requirements, do not earn overtime. These classes include management and confidential classes that have been determined to be ineligible for overtime compensation as exempt classifications under the Fair Labor Standards Act (FLSA).

"FULL-TIME POSITION" means a position in the competitive service of the Authority which requires at least 40 hours of work per week for employees employed after June 1, 1990.

"GRIEVANCE" (See Definition under Rule II, Section 8, Page19)

"HARASSMENT" (See Definition under Rule II, Section 6, Page 12)

"LAYOFF" means the separation of an employee from Authority service for reasons of economy or reductions or elimination of Authority services.

"MERIT SALARY INCREASE" means the increase of an employee's salary within the salary range established for the class of position he/she occupies based on job performance in such position.

"OVERTIME" means written pre-approved time which an interim, probationary, or regular non-exempt employee is required to work in excess of the regular maximum number of hours prescribed for a full-time employee in that classification in a work period as described in these rules and regulations.

"PART-TIME POSITION" means a position having a work week of fewer hours than the work week established for full-time positions or a position compensated at a straight hourly rate and receiving only those benefits mandated by state or federal law. Part-time employees may not attain regular employment status and are at-will employee.

"POSITION" means a combination of duties and responsibilities assigned to a specific employment description, whether occupied or vacant, carrying certain duties by an individual on either a full-time or part-time basis.

"PROBATIONARY APPOINTMENT" means the probationary employment of an eligible candidate in a full-time position. A probationary appointment is for a specified working test period, during which job performance is evaluated as a basis for a subsequent regular appointment or dismissal without right of appeal. Part-time employees are not eligible for probationary appointments as they are prohibited from attaining regular employment status.

"PROBATIONARY EMPLOYEE" means a full-time employee who has a probationary appointment serving a probationary work test period for a regular position in a classification in which he/she is currently employed.

"PROBATIONARY PERIOD" means a working test period that is part of the selection process and during which time a full-time employee is required to demonstrate his/her fitness for the duties of the position to which he/she has been assigned by actual performance of such duties. The term

"initial probationary period" means an employee's first probationary period during his/her continuous Authority employment. Promotion to a new position results in the commencement of a probationary period in the higher class.

"PROMOTION" means the advancement of an employee from a position in one classification to a position in another classification having a higher level of duties, responsibilities, qualifications and a higher maximum rate of pay.

"PROVISIONAL/INTERIM APPOINTMENT" means the appointment of a person to a classification in the Authority service on an interim basis during which that person will continue to occupy the position from which he/she was appointed for a period of six (6) months and may be extended by mutual agreement of the parties. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year (See Definition under Rule IV, Section 10, Page 45)

"RECLASSIFICATION" means the reassignment of a position from one class to a different class in accordance with a reevaluation of the minimum qualifications, duties, and responsibilities of the position. A reclassification is not a punitive action and does not apply when duties are voluntarily assumed by the employee. A reclassification shall not be used as a means to circumvent the promotion procedure. A reclassification can occur only when budget authority exists for a position in a different class.

"REDUCTION" means a salary and/or classification decrease for an employee, generally associated with a disciplinary action.

"REGULAR EMPLOYEE" means an employee who has successfully completed the initial probationary period and who regularly works a minimum of 40 hours per week. Such an employee shall become a full-time regular employee and shall be entitled to all the benefits provided herein.

"REINSTATEMENT" means the reappointment of an employee to a position in the same or comparable class within six (6) months of his/her resignation in good standing provided a position is available. Credit shall be granted for prior service in terms of the level of benefits accrued and seniority. A reinstated employee shall serve a new probationary period.

"REJECTION" means the involuntary separation from Authority service of an employee who has not successfully completed his/her probationary period or the reduction of an employee who did not successfully complete his/her probationary period in a promotion to a position in a different class in which he/she had previously acquired regular status.

"RESIGNATION" means the voluntary separation of an employee from Authority service. An employee wishing to leave in good standing shall file a written notice of intent to resign his/her position. The employee shall give at least two (2) calendar weeks' notice of intention to leave the service, unless the supervisor consents to the employee leaving sooner. (See Rule VIII, Section 1, Page 73)

"RETALIATION" (See Definition under Rule II, Section 6, Page 12)

"SALARY ANNIVERSARY DATE" means the future date on which an employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the class of position he/she occupies. (Also See Anniversary Date on Page 50.

"SALARY PLAN" means the assignment by the Governing Board resolution of salary ranges and/or salary rates to each class.

"SALARY RANGE" means the minimum and maximum salary rates for a class as established by resolution of the Governing Board.

"SALARY RATE" means the dollar amount assigned within a salary range.

"SCHEDULED PAID HOLIDAY" means an eight (8) hour paid holiday for full time staff.

"SENIORITY" means length of full-time employment service with the Authority.

"SPOUSE" is defined by California law, but generally indicates a person with whom there is a legal marriage and/or other legally sanctioned relationship.

"SUSPENSION" means the temporary and involuntary separation of an employee, for a specified period of time, from the service, without pay, for disciplinary purposes.

"TEMPORARY APPOINTMENT" means an appointment to a position for a period of six months or less which may be extended by the Executive Director for a maximum of an additional six months.

"TEMPORARY EMPLOYEE" means a person who has been appointed to a position for a limited period.

"TEMPORARY POSITION" means a full-time or part-time position of limited duration.

"TERMINATION" means the separation of an employee from Authority service due to layoff, retirement, resignation, dismissal, or death.

"TITLE," "CLASS TITLE," "TITLE OF CLASS" means the official name applied to a class and to each position allocated to the class and to the incumbent of each position.

"TRANSFER" means a change of an employee from one position to another position in the same classification or in another classification having the same maximum salary rate, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

SECTION 3. HUMAN RESOURCES DEPARTMENT - POWERS AND DUTIES

~~The Human Resources Department or his/her designee or agency employed for that purpose, shall:~~Under the direction and delegated authority of the Executive Director, the Human Resources Department, its designee, or an agency employed for that purpose, shall:

A. ~~Prepare and recommend to the Governing Board, as required, amendments to these rules and regulations.~~Prepare proposed amendments to these Rules and Regulations for review by the Executive Director and, when material or otherwise requiring Governing Board action, recommendation to the Governing Board.

B. ~~Prepare a "salary compensation" plan and revisions thereto as required.~~Prepare proposed salary and compensation plans and revisions for review by the

Executive Director and Chief Financial Officer and, when Governing Board approval is required, for recommendation to the Governing Board.

C. Be responsible for administration of the following procedures within the framework of these rules and regulations.

1. The formulation of specifications for each class of position in the competitive service of the Authority.

2. The allocation of positions to class in the competitive service on the basis of duties, responsibilities, and requirements.

3. The public announcement of vacancies and examinations and the acceptance of applications for employment.

4. The preparation and conduct of examinations/interviews and the establishment and use of eligibility lists containing names of persons eligible for appointment.

5. The certification and appointment of persons from eligibility lists to fill vacancies and the making of temporary and emergency appointments.

6. The evaluation of employees during the probationary period and periodically thereafter.

7. The transfer, promotion, demotion, discipline, and re-employment of employees in the competitive service.

8. The setting of hours of work, attendance and leave regulations, and working conditions.

9. The promotion of employee morale, welfare, training, and safety.

10. The voluntary and involuntary separation of employees from the competitive service.

11. The maintenance and use of necessary records and forms, including payroll certification.

12. The establishment and maintenance of suitable methods of effective communication between employees and their supervisors; between employees and the Executive Director; and between employees and the Governing Board, relating to conditions of employment in the Authority service.

13. ~~The development of a pay and benefit package for management, confidential, and unrepresented employees and the presentation of this package to the Governing Board.~~The development of proposed pay and benefit packages for management, confidential, and unrepresented employees for review by the Executive Director and, where Governing Board action is required, recommendation to the Governing Board.

14. The development and administration of the Authority's employee-employer relationship program consistent with State law.

15. The development and administration of policies which assure an unbiased work environment and fully protect the rights of each employee.

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

This section applies to all employees of and applicants for employment with the Authority.

The Authority prohibits discrimination against employees or applicants for employment on the basis of race, color, religion and religious creed, sex (including pregnancy), gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation, military and veteran status or any other basis protected by law.

The Authority will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report this immediately to Human Resources, or to contact the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.

SECTION 5. REASONABLE ACCOMMODATION POLICY

This section applies to all applicants to the Authority and all employees, volunteers and interns of the Authority, to the extent required by law.

A. Policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the Authority provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act (“FEHA”) and Title I of the Americans with Disabilities Act (“ADA”), to enable them to perform essential job functions;

2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;

3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and

4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (see Section 5(C).)

B. Procedure.

1. *Request for Accommodation*. An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request should identify: a) the job-related functions at issue; and b) the desired accommodation(s).

2. Documentation or Certification Indicating Need for Reasonable Accommodation.

   a. **Disability**. If the disability or the need for reasonable accommodation is not obvious, the Authority may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the Authority will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

   b. **Pregnancy or Related Condition**. If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the Authority will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

   c. **Victim Status**. An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:

      i. a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and

      ii. a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

3. *Fitness for Duty Examination*. The Authority may require an employee to undergo a fitness for duty examination when there is significant evidence that:

   a. the employee's ability to perform one or more essential functions of his or her job has declined; or

b. could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

The purpose of the examination is to determine whether the employee has a disability and is able to perform the essential functions of the job with or without reasonable accommodation, and it will be conducted at the Authority's expense. The Authority may also require that an Authority approved physician conduct the examination.

4. *Interactive Process Discussion*. The Authority will initiate the interactive process when:

a. an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or

b. the Authority otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or

c. the Authority becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or

d. an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or

e. an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or

f. an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work.

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Authority will promptly arrange for a discussion(s), in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion(s) is to work in good faith to fully consider all feasible potential reasonable accommodations. The Authority will document these communications in writing.

5. *Case-by-Case Determination*. Based on the particular facts of each case, the Authority will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will not provide accommodation(s) that would pose an undue hardship upon Authority finances or operations, or that would endanger the health or safety of the employee or others. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

C. Accommodations for Sincerely Held Religious Beliefs and Observances

1. *Request for Accommodation*. The Authority also provides employment-related reasonable accommodations to individuals based upon religious belief within the meaning of the California Fair Employment and Housing Act, unless doing so would cause an undue burden on the Authority.

Any person who desires such a reasonable accommodation should make such a request in writing to the Human Resources Department. The request should identify the desired accommodation(s). Upon a request for a religious accommodation, if the Authority has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the Authority may seek additional information.

2. *Case-by-Case Determination*. Based on the particular facts of each case, the Authority determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

D. Service and Support Animals

1. The Authority permits employees, volunteers and interns to bring a service or support animal ("assistive animal") into the workplace where necessary as a reasonable accommodation under FEHA and the ADA.

2. Definitions.

a. **Assistive Anima**l. An assistive animal means an animal that is necessary as a reasonable accommodation for a person with a disability. An assistive animal includes, but is not limited to guide dogs, signal animals, service animals, and support animals.

b. **Service Animal**. A service animal is defined as a dog or other animal individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items. The work or tasks performed by a service animal must be directly related to the employee, intern or volunteer's disability.

c. **Support Animal**. A support animal is defined as a dog or other animal that provides emotional, cognitive or other similar support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disabilities, such as major depression.

3. *Requests for Accommodation*. An employee, volunteer or intern ("individual") requesting as a reasonable accommodation the use of an assistive animal must comply with Subsection B, above. The Authority may require the individual to provide certification from his or her healthcare provider stating that he or she has a disability (diagnosis not to be provided) and explaining why the assistive animal is necessary as an accommodation to enable the individual to perform the essential functions of his or her job. The individual must also confirm that the assistive animal meets the minimum requirements set forth in Paragraph 4 below. Whether an assistive animal constitutes a reasonable accommodation shall be determined on a case-by-case basis.

4. *Approved Assistive Animals*. Approved assistive animals must: (1) be free from offensive odors and display habits appropriate to the work environment, for example, the elimination of urine and feces; (2) not engage in behavior that endangers the health or safety of the individual or others in the workplace; and
(3) if the assistive animal is a service animal, be trained to provide assistance for the individual's disability. Such assistance may include, but is not limited to, assisting

individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, and assisting an individual during a seizure. Additionally:

a. All assistive animals must be immunized against rabies and other diseases common to that type of animal and must otherwise be in good health. All vaccinations must be current. All assistive animals must wear a rabies vaccination tag to the extent required by law.

b. All animals must be registered and licensed as required per California law.

c. All assistive animals must at all times wear an identification tag, which includes the name and phone number of the owner or disabled individual (the "handler").

d. All assistive animals must be under the full control of the handler at all times. The care and supervision of the animal is the sole responsibility of the handler. The handler must not permit co-workers or other persons to maintain or supervise the animal and may not leave the animal unattended for any length of time. Dogs may also not bark repeatedly unless required to do so as a part of the task being performed.

e. All assistive animals must be housebroken.

5. *Removal*. Reasonable behavior is expected from assistive animals while on Authority property. An assistive animal may be removed from an Authority facility temporarily or excluded from the facility permanently if the assistive animal is disruptive, aggressive, or otherwise out of control, in poor health, or habitually unclean.

SECTION 6. POLICY AGAINST WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals"). For purposes of this Policy, "intern" is defined to include both paid and unpaid interns.

A. Purpose.

To establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Authority encourages all individuals to report – as soon as possible – any conduct that is believed to violate this policy.

B. Policy.

1. The Authority has zero tolerance for any conduct that violates this policy. Conduct need not arise to the level of a violation of law in order to violate this policy. Instead a single act can violate this policy and provide grounds for discipline, up to and including dismissal, or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the Human Resources Manager.

2. Harassment or discrimination against a covered individual by a supervisor, management employee, co-worker, volunteer, intern or contractor on the basis of race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status or any other basis protected by law will not be tolerated.

3. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

4. Disciplinary action or other appropriate sanction up to and including dismissal will be instituted for prohibited behavior as defined below.

5. Any retaliation against a person or the family member of a person for filing a complaint, participating in the complaint resolution process, or engaging in any other protected activity is prohibited. Discrimination or retaliation against an individual for requesting a reasonable accommodation for a disability or religious belief, regardless of whether the accommodation was granted, is likewise prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanction or disciplinary action up to and including termination.

C. Definitions.

1. *Protected Classifications*. This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected classification" includes race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual) , gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic information, military and veteran status, sexual orientation, and any other basis protected by law.

   a. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.

   b. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender. "Transgender" is a general term that refers to a person whose gender identity differs from the person's sex at birth.

   c. "Sex" includes but is not limited to pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth or breastfeeding; gender identity; and gender expression. A transgender employee is protected against harassment, discrimination and retaliation for purposes of pregnancy, childbirth, breastfeeding and their related conditions.

2. *Policy Coverage*. This policy prohibits covered individuals from harassing, discriminating, or retaliating against covered individuals because:

   a. Of an individual protected classification,

   b. Of the perception that an individual has a protected classification, or

   c. The individual associates with a person who has or is perceived to have a protected classification.

3. *Discrimination*. This policy prohibits treating individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined herein.

4. *Harassment*. Harassment includes, but is not limited to, the following types of behavior that is taken because of a person's actual or perceived protected classification:

   a. **Speech,** such as epithets (e.g. nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body or that identify a person on the basis of his or her protected classification. This may also include comments about appearance and/or stories that tend to disparage those of a protected classification.

   b. **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails related to a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.

   c. **Physical acts**, such as assault, offensive touching, impeding or blocking movement, pinching, grabbing, patting, leering, making express or implied job-related threats or promises in return for submission to physical acts, or any physical interference with normal work or movement.

   d. **Unwanted sexual advances**, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

   e. **Sexual harassment**, may take the form of "quid pro quo" harassment or create a "hostile work environment."

      i. "Quid pro quo" sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee's submission to sexual advances or other conduct based on sex.

      ii. "Hostile work environment" sexual harassment occurs when unwelcome comments or conducted based on sex unreasonably interferes with the employee's work performance or creates an intimidating, hostile or offense work environment. Sexual harassment may occur even when the harassing conduct is not motivated by sexual desire.

5. *Guidelines for Identifying Harassment*. To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

   a. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

   b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

c. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcomed. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

d. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

e. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

6. *Protected Activity.* A "protected activity" includes, but is not limited to any of the following:

a. Filing a complaint with a federal or state enforcement or administrative agency;

b. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Authority regarding alleged unlawful activity;

c. Testifying as a party, witness, or accused regarding alleged unlawful activity;

d. Associating with another employee who is engaged in any of the protected activities enumerated here;

e. Making or filing an internal complaint with the Authority regarding alleged unlawful activity or violation of this Policy;

f. Opposing violations of this Policy;

g. Participating in an investigation under this Policy;

h. Providing informal notice to the Authority regarding alleged unlawful activity or violations of this Policy; Calling a governmental agency's "Whistleblower hotline;"

i. Filing a written complaint under penalty of perjury that the Authority has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety;"

j. Making a request for an accommodation for a disability; or

k. Making a request for accommodation for religious beliefs.

7. *Romantic and Sexual Relationships Between Supervisors and Subordinates*. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees.
A welcomed sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcomed and harassing.

8. *Retaliation*. Any adverse conduct taken against a covered individual because of the individual's protected activity as defined in this Policy, or because an individual's family member has engaged in a protected activity. Retaliation of any kind is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action, up to and including termination.

   Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process includes:

   a. Singling a person out for harsher treatment;
   b. Lowering a performance evaluation;
   c. Failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or
   d. Real or implied threats of intimidation to prevent an individual from reporting alleged wrongdoing, harassment, or discrimination. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

SECTION 7. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals").

The following complaint procedure is established for the investigation and resolution of unlawful harassment, discrimination and/or retaliation at the workplace. This procedure will be used in place of the Grievance Procedure established in Rule II, Section 8 herein to investigate and resolve such complaints.

An individual who utilizes the following complaint procedure may not simultaneously or subsequently use the Grievance Procedure established in Rule II, Section 8 herein relative to the same reported instance or instances.

A. Complaint Procedure.

A covered individual who feels he or she has been subjected to harassment, discrimination, or retaliation in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense. A covered individual may make a complaint verbally or in writing to any of the following individuals:

- Immediate Supervisor;
- Any supervisor or manager within or outside of the department;
- Chief Operations Officer; or
- Human Resources Manager.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Human Resources ~~Manage~~ Director immediately. In addition to making a complaint, an individual can also:

1. *Object to the Conduct*. Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged, but not required, to use this process. If the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with Subsection *b* and *c* below or go directly to the formal reporting process.

2. Option to Report to Outside Administrative Agencies. Covered individuals have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).

B. Investigation of Complaint.

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources ~~Manager~~ Director will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources ~~Manager~~ Director may coordinate the investigation with the complainant's department head~~—~~and/or Chief Compliance Officer~~Director of MHSA and Ethnic Services~~ and may hire an outside investigator if the Authority deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources ~~Manager~~Director. The Human Resources ~~Manager~~ Director will report the status of investigations to the Executive Director as appropriate. The Human Resources ~~Manager~~Director, in concurrence with the Chief ~~Operations~~ Administrative Officer and Executive Director, may take interim action to diffuse volatile circumstances.

The investigator will review the complaint allegations in an objective manner and to the extent that the Authority deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

The Authority takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

C. Remedial and Disciplinary Action.

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the Authority will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). If discipline is imposed, the level of discipline will not be communicated to the complainant.

Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

D. Final Recommendations.

The Human Resources Directo~~Manage~~r and Chief ~~Operations~~ Administrative Officer, in conjunction with legal counsel, and the ~~Director of MHSA and Ethnic Services~~Chief Compliance Officer, may advise Department Head on recommended course of action in regards to the findings of the investigation of complaints regarding protected classifications.

E. Closure.

At the conclusion of the investigation, the Human Resources ~~Manager~~ Director will notify the complainant in general terms of the outcome of the investigation.

F. Confidentiality.

Every possible effort will be made to assure the confidentiality of complaints made under this policy. Complete confidentiality cannot be assured, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent allowed by law. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or Human Resources or designee. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

G. Responsibilities.

1. Managers and Supervisors are responsible for:
    a. Informing employees of this policy.
    b. Modeling appropriate behavior.
    c. Taking all steps necessary to prevent harassment, discrimination or retaliation from occurring.
    d. Receiving complaints in a fair and serious manner and documenting steps taken to resolve complaints.
    e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
    f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
    g. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged policy violations.

h. Assisting, advising, or consulting with employees and Human Resources regarding this Policy and Complaint Procedure.

i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Rules and Policies, up to and including discharge.

j. Implementing appropriate disciplinary and remedial actions.

k. Reporting potential violations of this policy of which he or she becomes aware to the Human Resources Department and/or designee and department head, regardless of whether a complaint has been submitted.

l. Participating in periodic training and scheduling employees for training.

2. Each employee, intern, volunteer, or contractor is responsible for:

a. Treating all individuals in the workplace or on worksites with respect and consideration.

b. Modeling appropriate behavior.

c. Participating in periodic training.

d. Fully cooperating with the Authority's investigations by responding fully and truthfully to all questions posed during the investigation.

e. Maintaining confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by Human Resources.

f. Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or Human Resources.

H. Mandatory Training.

As part of its commitment to ensuring a work environment free from harassment and discrimination, the Authority requires that all of its employees receive training on this Policy at least once every two years or more frequently as determined by Human Resources. Human Resources will schedule training sessions each year to ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

Any questions, concerns or comments related to this complaint procedure should be directed to the Human Resources ~~Manager~~ Director or the Chief ~~Operations~~ Administrative Officer.

SECTION 8. GRIEVANCE PROCEDURE

This section applies to all full-time, regular employees of the Authority with the exception of at-will employees.

A. Policy.

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

B. Eligibility to File a Grievance.

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the filing of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

C. Definition of "Grievance."

Subject to the exclusions listed in this Policy, a grievance is defined as any dispute that:

1. Is job-related,

2. Is wholly or partially within the province of the Authority to rectify or remedy,

3. Concerns terms and conditions of employment,

4. Involves the interpretation, application, or alleged violation of these Policies, and

5. Is not subject to any other Authority dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

D. Exclusions from the Grievance Procedure.

The following matters are excluded from the definition of "grievance."

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;

2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;

3. Challenges to a decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;

4. Challenges to any disciplinary action; and

5. Challenges to examinations or the appointment to positions.

E. Grievance Procedure.

The grievance procedure has the following four steps:

1. *Step 1: Informal Discussion*.

Within 14 calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and/or attempt to resolve the matter. The supervisor will give the employee an oral reply within ten (10) calendar days after the discussion. If the employee is not satisfied with the reply or receives no timely reply, he or she may proceed to Step 2.

2. *Step 2: Formal Discussion*.

a. Any grievance not resolved at Step 1 may be submitted in writing to the immediate supervisor no later than ten (10) calendar days after the date of the supervisor's oral reply.

If the employee does not receive a timely reply from his or her supervisor, he or she may submit a written grievance to the immediate supervisor no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 1.

The written grievance must include all of the following:

(1) A description of all facts regarding how the alleged violation occurred and how the grievant is/was adversely affected by the alleged violation; misinterpretation, or misapplication;

(2) Identify the specific provision of these Rules and Regulations that was allegedly violated, misinterpreted, or misapplied;

(3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;

(4) The documents, witnesses or other evidence that support the grievance;

(5) The desired solution or remedy;

(6) The signature and identification of the grievant; and

(7) The person, if any, the grievant has chosen to be his or her representative.

b. No grievance will be accepted for processing until all of the information listed above is provided. Within ten (10) calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance. The immediate supervisor shall give the grievant a written reply within ten (10) calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or receives no timely response, he/she may proceed to Step 3.

3. *Step 3: Department Director*.

Any grievance not resolved at Step 2 may be submitted in writing to the department director (e.g. ~~Director of Clinical Program Services~~Chief Program Officer, Chief ~~Operations~~ Administrative Officer, Chief Financial Officer, Chief Compliance Officer, ~~Director of MHSA and Ethnic Services,~~ Medical Director) no later than ten (10) calendar days after the date of the immediate supervisor's written reply. If the employee does not receive a timely reply from his or her supervisor in Step 2, he or she may submit a written grievance to the department director no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 2.

The grievant shall provide the department director with copies of the Step 2 response. Within ten (10) calendar days thereafter, the department director may, in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance.

The department director will give the grievant a written reply within 14 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response or receives no timely response, he/she may proceed to Step 4.

4. *Step 4: Executive Director* or *Executive Designee*

The Executive Director may delegate non-involved executive level directors, department directors or other management-level employees to act on his or her behalf in this process.

Any grievance not resolved at Step 3 may be submitted in writing to the Executive Director or Designee no later than 10 days after the date of the department director's written reply. If the employee does not receive a timely reply from the department director in Step 3, he or she may submit a written grievance to the Executive Director or Designee no later than 10 calendar days after the expiration of the department director's time to reply in Step 3.

The grievant shall provide the Executive Director or Designee with copies of the Step 2 and 3 responses. Within ten (10) calendar days thereafter, the Executive Director or Designee may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the Executive Director or Designee deems necessary, he or she will give his or her written decision to the grievant.

5. Executive Director's Decision on Grievance.

If the Executive Director delegates a management-level employee to act on his or her behalf during Step 4 of the grievance process, the Executive Designee will render an advisory recommendation to the Executive Director.

The Executive Director's decision will be final and binding. The Executive Director's decision will be limited as follows:

a. The decision shall neither add to, detract from, nor modify the language of these Personnel Rules and Regulations.
b. The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
c. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorneys' fees.

F. Settlement of Grievance.

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

G. Representation.

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department director. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the immediate supervisor, department director, Executive Director or Designee whether he or she shall be represented at the grievance meeting and shall identify the representative.

H. No Retaliation.

An employee shall not be penalized for using this procedure. However, the employee shall not be provided immunity from disciplinary action during the grievance process.

I. Withdrawal.

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the Authority representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Department.

J. Resubmission.

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

K. Miscellaneous.

If an employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the assignment endangers the health or safety of the employee or others or if the employee reasonably believes that the requested assignment violates the employee's constitutional rights or requires the employee to violate federal or state law.

SECTION 9. DRUG FREE WORKPLACE/TESTING POLICY

This section applies to all Authority employees.

A. Policy.

1. The manufacture, distribution, dispensation, possession, or use of alcohol, any controlled substance, narcotic, or prescription drug that has not been lawfully prescribed to the employee is prohibited in both Authority workplaces and wherever Authority business is performed.

2. An Authority employee is prohibited from working or being subject to call in if impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.

3. An employee must notify his/her supervisor before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics, which could interfere with the safe and effective performance of duties or operation of the Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Authority may require medical clearance.

4. Compliance with this policy is a condition of the Authority employment. Disciplinary action will be taken against those who violate this policy.

B. Scope of Policy.

This policy applies to all Authority employees when they are on the Authority property or when performing the Authority-related business elsewhere.

C. Searches.

In order to promote a safe, productive and efficient workplace, the Authority has the right to search and inspect all Authority property, including but not limited to lockers, storage areas, furniture, Authority vehicles, and other places under the common control of the Authority, or joint control of the Authority, and employees. No employee has any expectation of privacy in any Authority building, property, or communications system.

D. Drug and Alcohol Testing.

The Authority has discretion to test a current employee for alcohol or drugs in the following instances:

1. *Reasonable Suspicion Testing.* The Authority may require a blood test, urinalyses, or other drug and/or alcohol screening of those persons reasonable suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Human Resources Supervisor or Manager, the department director, or a designee.

"Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. (Refer to Alcohol and Drug Abuse Policy, attached to these Personnel Rules as *Exhibit A* for further indicators.) The supervisor/Manager may not rely solely on long-term signs such as absenteeism.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Human Resources Supervisor or Manager or department director. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave until the test results are received.

2. *Post-Accident Testing and Reporting*. The Authority may require alcohol or drug screening following any work-related accident or violation of safety precautions or standards in which the Authority suspects drugs or alcohol may have played a role in the accident or violation.

The suspicion of the involvement of drugs or alcohol in the accident or violation will constitute reasonable suspicion. This includes individuals who drive agency vehicles or conduct agency business while driving their personal vehicles. For employees subject to the Federal Motor Carrier Safety Regulations, such testing is mandatory for any accident that results in a fatality; anytime a driver is involved in an accident that results in anyone receiving medical treatment away from the scene of the accident, and/or any accident in which the driver receives a citation from law enforcement officials.

Employees involved in workplace accidents, illnesses, or injuries must report the incident to a supervisor as soon as practicable after the employee has realized that he or she has suffered a recordable work-related accident, injury, or illness. Employees may initially make reports verbally, whether by phone or in person, but employees reporting workplace accidents, illnesses, or injuries should provide a written report of the incident as soon as practicable. Nothing in this Policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace accident, illness, or injury.

3. *Pre-Employment Drug Testing*. Individuals seeking employment for "special need" positions, including safety-sensitive positions and positions that involve the direct influence over children, shall be required to pass a pre-employment drug test as a condition of employment.

E. Employee's Responsibilities.

An Authority employee must:

1. Not report to work or be on standby or on-call status while impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.;

2. Not possess or use controlled substances, narcotics, or prescription drugs that have not been lawfully prescribed to the employee at any time, or use alcohol at any time while on the Authority property or while on duty for the Authority at any location;

3. Not directly or through a third party manufacture, sell, distribute, dispense, or provide alcohol or controlled substances, narcotics, or prescription drugs to any person, including any employee, at any time while on the Authority property or while on duty for the Authority at any location; unless authorized and licensed to do so as an essential function of their job duties (ie, Psychiatric Technician, Psychiatrist)

4. Notify his or her supervisor, before beginning work, when taking any medications, narcotics, or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of Authority equipment;

5. Notify the department director of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction;

6. Notify the supervisor immediately of facts or reasonable suspicions when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and

7. Consent to drug or alcohol testing and searches.

F. Management Employee Responsibilities.

The Authority management employees must:

1. Notify the state or federal granting agency which has funded the work or program, if any, within ten (10) days after receiving notice of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;

2. Record factors supporting "reasonable suspicion" as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;

3. Take appropriate disciplinary action within thirty (30) days of receiving notice of any criminal drug statute conviction that occurred in an Authority workplace, up to and including dismissal, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and

4. Take appropriate disciplinary action for any violation of this policy.

G. Employee Assistance Programs.

The Authority encourages employees to seek treatment voluntarily for alcohol or drug abuse and to utilize available employee assistance programs or medical insurance providers. Any employee who comes forth and notifies the Authority of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. In such cases, sick leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Employees may be referred to or encouraged to participate in employee assistance programs and such participation may be a mandated alternative to disciplinary action. Participation in an employee assistance program, however, shall not be an automatic exemption of employees from disciplinary action resulting from inadequate job performance.

H. Tobacco Use.

Tri-City Mental Health Authority Facilities shall be smoke free. Employees and/or visitors to the Authority shall be directed to refrain from smoking within the premises and in other areas designated as "non-smoking" by the Authority. The Authority reserves the right to limit staff smoking on designated times and to designated areas. It is the policy of The Authority that smoking employees will not be granted or allowed to use additional break time or time away from their work station for smoking purposes (in addition to *any* regularly scheduled break time allowed for other employees). Further, to avoid staff modeling of potentially adverse health habits to clients, staff shall not be permitted to smoke when interacting with clients or to take smoke breaks with clients of The Authority. E-cigarettes are considered smoking materials and are also subject to this section.

1. *Medical and Recreational Marijuana* – Although medical and recreational marijuana use is legal under California State law, it is still currently illegal under Federal law. Tri-City, as an employer, complies with Federal law and reserves the right to enforce a drug and alcohol free workplace with regard to employees and applicants, in accordance with the law. Tri-City employees are required to refrain from drug and alcohol use immediately prior to and during performance of work-related duties, activities or functions.

   Accordingly, medical use of marijuana that may be legal under the State Compassionate Use Act or non-medical recreational use that may be legal under Prop 64 does not constitute an acceptable explanation or excuse for a positive drug test under this Policy, and does not hinder or affect the Authority's ability to fail to refuse to hire such applicant as a result of the positive drug test. In such instances, the Medical Review Officer (MRO) will automatically verify such tests as "positive", and the candidate will be disqualified from further consideration.

I. Drug-Free Awareness Program.

The following is The Authority's drug-free awareness program:

2. Distribution of a brochure on the dangers of drug abuse to each Authority employee and volunteer; and

3. Notification to each Authority employee and volunteer of the availability of counseling and treatment of drug-related problems through the Authority's Employee Assistance Program provider.

SECTION 10. HOURS OF WORK

A. Normal Work Schedule.

Tri-City full-time employees shall be employed for a 40 hour work week minimum. No full-time employee may be scheduled to work less than 40 hours per week without a direct proportionate decrease in compensation unless otherwise authorized by the Executive Director. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the employee's supervisor, and such absences shall be noted on the employee's e-time sheet.

B. Flexible Work Schedule.

Flexible work schedules (i.e., varied specific starting and ending times of work shifts) within the normal workweek of 40 hours per week or the equivalent are not expressly prohibited by these Rules and Regulations. Executive Management may, at its discretion, approve flexible work schedules for employees or groups of employees to accommodate personal issues; however, the operational needs of the Authority and the provision of services shall be the primary issues of consideration in the deliberations of Executive Management.

C. Alternative Work Schedule.

Variations from the traditional five (5) days, eight (8) hours per day work week schedule are not expressly prohibited by these Rules and Regulations. Any alternative work schedules which are variations from the traditional five (5) days, eight (8) hours per day work week for individual employees or groups of employees shall require the approval of Executive

Management after thorough review and resolution of all potential impacts. Request for Modified Workweek Schedule form must be signed and submitted to HR. Employees assigned to an alternative work schedule shall continue to accrue leave time (i.e., sick leave, vacation and holidays) on an hourly basis as provided for in these rules and regulations. If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately before or immediately following the holiday; however, it must be in the same pay period so that it's taken within the same 80 hour pay period.

Employees on an alternative work schedule will also continue to have leave time deducted from accumulated hours on an hour-for-hour basis. At the discretion of Executive Management any alternative work schedule may be amended, modified or revoked at any time. Employees assigned to modified duty due to injury or illness or are subject to call-in for jury duty shall be reassigned to the standard five (5) days, eight (8) hours per day work week at the discretion of Executive Management.

D. Holidays on the Alternative Work Schedule.

Additionally, the scheduled paid holiday is an eight (8) hour paid holiday regardless of the agreed upon work schedule, whether it be a traditional or alternative work schedule. It is at the employee's discretion as to how to make up any remaining hour(s) via the use of a leave balance or unpaid hours(s).

E. Meals and Breaks.

Non-exempt employees are required to take a 30 minute meal break after 5 hours of work. Meal breaks must be taken away from the desk or work area. Meal breaks are unpaid and the employee may leave the premises. If an employee works no more than 6 hours in one day, the employee and his/her supervisor may mutually agree to waive the employee's meal break period.

A fifteen (15) minute compensated rest period will be provided for all non-exempt employees for each four (4) hour period of service. The rest periods may not be combined to shorten the workday or to extend the meal period. Break times may not be combined or accumulated.

F. Lactation Breaks

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Authority will make reasonable efforts to accommodate employees by providing an appropriate location, that is not in a bathroom, to express milk in private. The Authority will attempt to find a location in close proximity to the employee's work area. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed.

All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

G. Overtime Pay.

Overtime-eligible employees may not work overtime unless prior written approval is obtained from the employee's Supervisor. Working overtime without advance approval is grounds for discipline.

H. On-Call Duty.

On-Call Duty shall be assigned to affected clinical staff by the Director of Clinical Program Services to meet the needs of the Authority either on a voluntary basis, or a mandatory rotating basis at the discretion of the Director of Clinical Program Services. On-call coverage, outside regular business hours, is necessitated by consumer service needs. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 11. ATTENDANCE / JOB ABANDONMENT

This section applies to all Authority employees.

A. Attendance.

Employees shall be in attendance at their work in accordance with the Rules and Regulations regarding hours of work, holidays and leaves. Employees shall keep records of attendance activities, which shall be reported to the Chief Financial Officer in the form and on the dates specified. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in compliance with *Rule VI. Section 2. Sick Leave* in these Rules and Regulations.

B. Employee's Duty to Notify of Late Arrival or Absence.

An employee who is unexpectedly unable to report for work as scheduled due to illness or unforeseen circumstances must, absent extenuating circumstances as determined by the employee's immediate supervisor or department head, notify his or her immediate supervisor or designee directly 30 minutes prior to the beginning of the scheduled work time and report the expected time of arrival or absence or request time off. If the employee's immediate supervisor or designee is not available, the employee must notify the department head or program manager. Calls to reception will not be considered an acceptable form of notification. An employee who fails to provide timely notification as soon as practicable to his/her supervisor of any absence, or who is not present and ready to work during all scheduled work times, will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence. If an employee who is absent without leave fails to return to duty within 24 hours after due notice to return to duty has been issued, he or she may be subject to discipline up to and including discharge.

C. Job Abandonment.

An employee is deemed to have resigned from his/her position if he or she is absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence.

SECTION 12. EMPLOYEE PERFORMANCE EVALUATION

This section applies to all Authority employees, except the Executive Director.

The primary purpose for performance evaluations is to evaluate the work accomplishments and conduct of employees, to inform employees of their evaluations in writing, to establish goals and objectives for measuring job performance and to assist employees in improving overall job performance.

Employees shall be expected to satisfy the minimum standards established for their positions, which may include, but are not limited to, timely e-timesheet submission, productivity, documentation, attendance and punctuality, etc. The Authority reserves the right to withhold pay increases to individuals whose performance does not meet acceptable standards and to differentially reward staff based upon meritorious performance. Reports shall be prepared with a copy to the employee, if requested, and to the Human Resources Department for retention in the employee's employment history/personnel file.

A. Timing of Performance Evaluation Reports.

As provided for in these rules, a performance evaluation of each probationary employee shall be made by respective program managers or their designees as scheduled by the Human Resources Department in the form provided by the Human Resources Department. The employee's performance shall be reviewed at least every three months during the probationary period, and shall be evaluated at the conclusion of the probationary period. After having attained regular employment status the performance review date will change to a fiscal year basis, which may mean an employee will be evaluated for a shorter period of time to reach the fiscal year beginning date of July 1st. Performance Evaluations shall be prepared annually thereafter. All signed Performance Evaluations shall be submitted to HR and placed in the personnel file. A special performance evaluation may be prepared at any time at the discretion of the employee's supervisor to further reflect employee efficiency, character, and conduct.

B. Employee Review/Rebuttal.

The merits or content of a supervisor's report on an employee's work performance is not grievable under the Grievance Procedure established in these Rules and Regulations. Neither does the Disciplinary and Appeals Procedures set forth in these Rules and Regulations apply.

Each performance evaluation report shall be discussed with the employee to point out areas of successful performance and areas that need improvement. If an employee wishes to rebut a performance evaluation report, he/she may take the following actions within ten (10) working days of his/her review of the report:

1. The employee may submit a response in writing to his/her supervisor.

2. If the employee's concerns are not resolved through review by the supervisor, the employee may within ten (10) working days request a review of the performance evaluation report and a written response by the department head.

3. If the employee's concerns are not resolved by review by the department head, the employee may within ten (10) working days request review by the Executive Director.

4. The Executive Director or his/her designee shall review the rebuttal and responses, if any, within ten (10) working days of receipt and issue a final decision.

SECTION 13. EMPLOYEE ACTIVITIES / OUTSIDE EMPLOYMENT

This section applies to all Authority employees.

A. General Considerations.

During the employee's work day, he/she is expected to devote his/her full time to the performance of his/her assigned duties as an Authority employee. An employee in the competitive service shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as an Authority employee. Neither shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as an Authority employee.

No employee shall engage in any type of activity relating to an employee organization which interferes with the safe and efficient operation of Authority business during such time an employee is on duty, except as provided for by these Rules and Regulations, memoranda of understanding, or state or federal law.

B. Determination of Inconsistent Activities.

In making a determination as to the consistency of outside activities, the immediate supervisor shall consider, among other pertinent factors, whether the activity:

1. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of any act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her Authority employment or as part of his/her duties as an Authority employee; or

2. Involves the performance of an act in other than his/her capacity as an Authority employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or

3. Involves the use of Authority time, facilities, equipment or supplies, or the information, certification, prestige, or influence obtained through Authority employment for private gain or advantage; or

4. Involves the solicitation of future employment with a firm or individual doing business with the Authority over which the employee has some control or influence in his/her official capacity or has a financial interest in an Authority contract which the employee is making on the Authority's behalf in his or her official capacity, at the time of transaction; or

5. Involves the performance of act or work which may interfere with the employee's ability to effectively perform the duties and responsibilities of his/her job, or involves time demands that would render the employee's performance of his or her regular Authority employment less efficient or dangerous to the employee.

6. Requests for approval of outside employment shall be in writing (on the "Outside Employment Request" form located on Summit, the Authority's Intranet website). A copy of the form will be placed in the employee's personnel file and provided to the appropriate Program Manager. The form must include the second employer/ agency's name, location, position title, duties, hours, anticipated start date and such other information as may be required.

   The request must be approved prior to commencing any outside employment.

7. An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make, and is responsible for making, another request following the process in this Policy.

8. If the immediate supervisor denies an employee's outside employment request, the employee may submit a written notice of appeal to the Executive Director within 10 days after the date of the denial. The decision on appeal will be put in Writing, provided within 10 days after the receipt of the appeal, and will be final.

9. Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.

   a. The employee's work performance declines; or

   b. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Authority.

   An employee may appeal the revocation or suspension as provided in this Policy.

C. Improper Use of Authority Equipment Prohibited.

No Authority owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items which are the property of the Authority shall be used by an employee except upon prior approval of the Executive Director or the latter's designee for managing that property.

D. Compliance with Employment Standards.

All employees will be required to comply with basic employment standards as applicable to their classifications. Basic employment standards will be established in areas which may include, but are not limited to, timely e-timesheet submission, productivity based on direct client service, compliance with client service documentation, attendance and punctuality, etc.

E. Public Information Statement.

1. No employee should speak on behalf of the Authority to any outside media (i.e.: newspapers, news reporters, radio stations) without explicit approval from the Executive Director.

2. All employees of the Authority must inform their Supervisor or Human Resources as soon as possible of any criminal misdemeanor or felony conviction, regardless of the nature of the conviction.

SECTION 14. RIGHT TO WORK IN THE UNITED STATES/IMMIGRATION REFORM AND CONTROL ACT OF 1986

This section applies to all Authority employees.

In accordance with the Immigration Reform Act and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.

If an employee loses such rights or is unable to demonstrate that he/she is legally permitted to work in the United States, he/she will be disqualified from employment at the Authority resulting in discharge without notice or rights of appeal.

SECTION 15. ANTI-SOLICITATION POLICY

This section applies to all Authority employees.

Non-employees may not solicit employees or distribute literature of any kind on Tri-City Mental Health Authority premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. The Authority employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Authority business. Employees may not solicit other employees during work times, except in connection with an Authority approved or sponsored event.

Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with an Authority-sponsored event. Employees may, however, with written Supervisor approval, leave private fundraiser materials i.e. for schools, Girl Scout cookies, Avon, Tupperware, etc., on display in the employee lunchrooms, allowing employees to participate at their own volition.

The posting of materials or electronic announcements is permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

SECTION 16. CELL PHONE / ELECTRONIC DEVICE USE POLICY

This section applies to all Authority employees.

A. Applicability and Purpose.

This policy and procedure applies to the use of personal and Tri-City issued cell phone and electronic devices by employees within the course and scope of employment. Violation of this policy may result in disciplinary action up to and including termination.

B. General Policy on the Use of Tri-City Cell Phones and Electronic Devices.

All Tri-City cell phones and electronic devices (“Devices”) are provided as a tool to conduct Tri-City-related business. Tri-City Devices are issued on an as-needed basis with the approval of the Department Head.

All Tri-City employees shall use such Devices in a responsible, appropriate, and safe manner. All employees assigned Devices shall assume the responsibility to use the equipment in accordance with the provisions of this policy. (Refer to Acceptable Use Agreement for further details.)

1. Employees are prohibited from installing any third party equipment to Tri-City Devices unless approved by the employee's supervisor in writing with final approval from the IT Manager.

2. Employees have no expectation of privacy as to the Devices, including but not limited to data residing in Devices and /or voice mail. Tri-City may inspect that data at any time and without notice, as permitted by state and federal law. Employees must provide Tri-City with username and passwords for any Device upon Tri-City's request.

3. Employees shall protect Tri-City Devices from loss or damage. An employee assigned a Tri-City Device is responsible for its good care and will be required to reimburse Tri-City's cost for any damage, or lost Devices due to negligence. If a Device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Department Head and the Information Technology Department.

4. Tri-City Devices should only be used by Tri-City employees in the performance of their official duties. Personal use of Tri-City Devices, except in emergency situations or for incidental personal use, is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use. Incidental personal use of Tri-City Devices, as defined by the Authority, is allowed if such use is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with Authority operations or the work performance of Authority employees; allows an employee to more efficiently perform Authority work as determined by his or her supervisor or department head; is not abusive, illegal, inappropriate or prohibited by these Rules; and the employee clearly indicates it is for personal use and does not indicate or imply Authority sponsorship or endorsement.

5. Employees shall acquaint themselves with the rate plan that applies to their Device and use their best efforts to make the most economical and cost efficient use of the Device. Cell phones are unique in that they may have charges for both in-coming and outgoing calls and texts. In addition, local calls can still incur airtime charges if the plan minutes are exceeded. A call may be made from a Device only if it cannot be made at any other time with a provided wired landline telephone. Because cell phones have additional "air time" and possible other charges, employees are expected to use a wired landline telephone when available.

6. Employees are prohibited from using the camera function on Tri-City Devices except as authorized by a supervisor for work-related purposes.

7. Tri-City employees are responsible for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Private Health Information (PHI) of Authority consumers is not discussed in areas where the public can overhear information; this includes information shared while using Tri-City Devices.

8. No PHI data should ever be sent as text message through a cell phone or other device. Text messaging is allowed as long as staff has prior approval from the client to receive text messages for informational purposes, PHI is not included in the text message and the text message is documented in all related clinical paperwork.

9. An Authority employee who is issued an Authority cell phone must refrain from using his or her personal cell phone for Authority-related business, unless expressly permitted by the employee's immediate supervisor or department head or in emergency circumstances in which the employee does not have access to the Authority-issued cell phone.

C. Use of Personal Devices.

1. Employees are required to limit personal Device usage during working hours to breaks or lunch periods. Usage outside of the break and lunch periods should be Minimal and must follow the guidelines of this Policy.

2. Personal Devices must be in silent or vibrating mode during work hours and must not be disruptive to co-workers.

3. Employees are prohibited from using the camera function on personal Devices in the workplace.

4. Employees may not use Personal Devices for work related purposes unless required by his or her official duties and permitted by his or her department head.

D. Use of Devices While Operating a Vehicle in the Course and Scope of Employment

1. In the interest of the safety of our employees and other drivers, Tri-City employees are generally prohibited from using Devices while driving within the course and scope of employment for Tri-City. Personal and/or agency provided cell phones or other electronic devices are generally required to be turned off any time an employee is driving a Tri-City or personal vehicle in the performance of their job duties for Tri-City. They shall not be used for voice, text, or email communications while driving on Tri-City time except in emergency situations where permitted by the California Vehicle Code.

2. As determined by Tri-City management, if your job requires that you keep your Device turned on while you are driving, you must use a hands-free device while using your cell phone to conduct agency business while driving in compliance with the Tri-City Cell Phone/Electronic Device Usage policy and as required by law.

3. In the event of a vehicle accident the camera function on Tri-City Devices may be used to record accident information.

SECTION 17. WORKPLACE SECURITY

This section applies to all Authority employees, contractors, volunteers and interns.

A. Policy.

Tri-City is committed to providing a safe and secure workplace for employees and the public. Tri-City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where Tri-City business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

B. Prohibited Behavior.

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault, bullying, and/or abusive behavior toward any person while in the course of Tri-City employment. Tri-City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

C. Definitions.

1. "Workplace Violence" is any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

   a. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property, including but not limited to striking, punching, slapping or assaulting another person.

   b. The destruction of, or threat of destruction of, Tri-City property or another employee's property.

   c. Harassing or threatening phone calls.

   d. Surveillance.

   e. Stalking.

   f. Intimidation and/or Bullying Behavior

   g. Possession of offensive or defensive weapons during work hours or on Tri-City property is prohibited. "Weapons" are defined as firearms, chemical sprays, clubs or batons, knives, or any other device, tool, chemical agent or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

D. Incident Reporting Procedures.

1. Employees must immediately report to their supervisor or Program director if they have been a victim of, or have witnessed, workplace violence. The supervisor or program director will report the matter immediately to the Human Resources Manager.

2. The Human Resources Manager will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

3. The Human Resources Manager will take appropriate steps to provide security, such as:

   a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;

   b. Asking any threatening or potentially violent person to leave the site; or

   c. Immediately contacting an appropriate law enforcement agency.

E. Investigation.

The Human Resources Manager will see that reported violations of this policy are investigated as necessary.

F. Management Responsibility.

Each program director has authority to enforce this policy by:

1. Training supervisors and subordinates about their responsibilities under this policy;

2. Assuring that reports of workplace violence are documented and addressed accurately and timely;

3. Notifying the Human Resources Supervisor or Manager and/or law enforcement authorities of any incidents;

4. Making all reasonable efforts to maintain a safe and secure workplace; and

5. Maintaining records and follow up actions as to workplace violence reports.

G. Follow-Up and Disciplinary Procedures.

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Tri-City may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

SECTION 18: ANTI-BULLYING POLICY

This section applies to all Authority employees, contractors, interns and volunteers.

A. Purpose.

The Authority is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the Authority has a zero tolerance policy for any form of intimidation or bullying in the workplace or elsewhere, such as offsite events.

B. Policy.

Every employee and every other individual, including, but not limited to, temporary workers, consultants, independent contractors, volunteers, and visitors has the right to be treated with respect.

Bullying is the use of aggressive behavior with the intention of harming, intimidating, offending, degrading, or humiliating another individual. Bullying also includes harming, intimidating, offending, degrading, or humiliating another employee whether intentionally or unintentionally. It can include any written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment. Frequent or severe use of swearing, profane language, or sexually explicit comments violates this Anti-Bullying Policy.

Bullying includes, but is not limited to:

1. Deliberately undermining a person's work or person's participation in the workplace;

2. Tormenting, teasing, offensive innuendo, taunting, abusive comments;

3. Threatening gestures or posturing, physical intimidation, pushing, shoving, punching, unwanted physical contact, any use of violence;

4. Graffiti;

5. Name-calling, sarcasm, spreading rumors;

6. Swearing, using profane, lewd or other offensive language.

7. Abusive Conduct, which is defined as is conduct perpetrated by an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute "abusive conduct," unless especially severe and egregious.

Bullying may also occur via use of electronic or telephonic communications such as internet, email and chat rooms, mobile threats by text-messaging or telephone or cellphone calls or misuse of cameras and video equipment.

C. Complaint Procedure.

Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, program director, or Human Resources. In addition, any person who believes that they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor, program director, or Human Resources.

1. If an Employee reports workplace bullying to Human Resources, the Human Resources Department will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

2. The Human Resources Department will then take appropriate steps based on the nature of the complaint and will see that reported violations of this policy are investigated as necessary.

D. Policy Against Retaliation.

The Authority policy prohibits any form of retaliation against an employee who reports an incident of bullying, or participates in an investigation by the Authority or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation by the Authority or its representatives into allegations of bullying. Any employee found to engage in retaliation is subject to discipline, up to and including termination.

RULE III. CLASSIFICATION PLAN

SECTION 1. CLASS SPECIFICATIONS

This section applies to all Authority employees.

~~Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. When a new position has been created, the Position Related Changes and Recruitment Form must be completed and signed by the Executive Director, Chief Operations Officer, Chief Financial Officer and Department Director for the new position and submitted to Human Resources for approval. The new position must be approved by the Governing Board and included in the Classifications Specifications before any job posting or recruiting can begin.~~ Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. Creation of a new classification, establishment or material modification of a classification's salary range, creation of an unbudgeted position, or a material organizational restructuring requires Governing Board approval. Within the Governing Board-approved classification plan and adopted budget, the Executive Director may create, fill, reassign, reorganize, or eliminate individual positions and may authorize recruitment for such positions. The Position Related Changes and Recruitment Form shall be completed and processed in accordance with administrative procedures established by the Executive Director or Human Resources.

SECTION 2. LICENSURE AND CERTIFICATION

This section applies to all Authority employees.

Certain job classifications at the Authority shall require a current certification or approved license either at hire or within a specified period of time. Acquisition and/or renewal of such license, certification and/or waiver shall be the sole responsibility of the employee, including fees and applications, unless specified in writing and approved in advance by the Executive Director. The absence of a valid required license, certification or approved waiver may be grounds for

disqualification for employment and failure to renew a required license, certification or approved waiver, by the expiration date, may constitute grounds for immediate discharge. All applicants/employees that are listed as excluded on the U.S. Department of Health & Human Services OIG (Office of Inspector General) website are subject to immediate discharge.

RULE IV. RECRUITMENT AND SELECTION

This section applies to all Authority employees.

SECTION 1. JOB ANNOUNCEMENTS

All positions to be filled in the competitive service shall be publicized by posting announcements on the Authority's website, or in such other places as Human Resources deems advisable. The announcements shall specify the title and pay for the position, the nature of the work to be performed; preparation desirable for the performance of the work of the class; the dates, time, place and manner of submitting applications; the closing date for receiving applications and resumes; the minimum requirements for the position; and other pertinent information. There shall be a minimum of ten (10) working days from the date the recruitment opens and until it closes. Resumes must be received in the Human Resources Department by "close of business" on the day the filing time expires. There will be an exception for closed promotional recruitments which shall be posted a minimum of five (5) working days. The time for filing applications may be extended or reopened as needed by Human Resources.

SECTION 2. APPLICATION FORMS

Applications shall be made on forms provided/authorized by Human Resources~~.~~ Such forms shall require information covering training, experience, and other pertinent information as deemed necessary by Human Resources. All applications must be signed by the person applying. No appointment shall be finalized until a completed official application form is received by Human Resources. Applications are required to be completed online on the CalOpps.org website. It is the responsibility of the applicants to show that they clearly meet the minimum requirements for the position applied for and be able to perform the essential functions of the position with or without reasonable accommodation. The applicants shall certify to the correctness of all statements made on the application. After filing, information on the application may be amended only with the permission of Human Resources. Applicants may be required to submit additional information about their job related qualifications, or to submit evidence of their possession of degrees, licenses or certificates, or of the completion of courses of study or training. Failure to supply such information or evidence may disqualify an applicant.

Applications, resumes, examination papers, and any and all other information submitted as part the examination process become the property of the Human Resources Department and Tri-City Mental Health Authority. Resumes/applications will be screened based upon the minimum qualifications indicated in the job announcement. Applicants meeting the minimum qualifications, or those appearing to be the "most qualified", will be selected to participate in successive parts of the selection process. Possession of the minimum qualifications does not ensure that an applicant will be interviewed. Applications/resumes will be reviewed in comparison with all other applications/resumes received.

After a conditional offer of employment has been extended to an applicant, the Authority will require the applicant to be fingerprinted and/or subjected to a criminal record check. It may also require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

SECTION 3. INTERNAL APPLICANTS

Qualified Employees in good standing may apply for any of the posted positions. The employee must have a 3-month and 6-month signed evaluation on file with HR. The employee must have a minimum of a "Meets" as the final evaluation in order to be eligible. The employee should notify his or her current supervisor that they have applied for an internal position. Any employee actively on a Performance Improvement Plan ("PIP") is not eligible. This provision shall not apply to lateral transfers.

SECTION 4. LATERAL TRANSFERS

An employee may be transferred by the Authority at any time from one position to another position in the same or comparable class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay. In addition, an employee may request and be granted a transfer if approved by Human Resources and affected program managers. Only those employees who are currently in a position of equal or greater qualifications shall be considered for the transfer.

The procedure for a lateral transfer is as follows:

1. Hiring Managers with an available vacancy that are interested in accepting lateral candidates shall submit a Position Related Changes and Recruitment Form to advertise the vacancy, either internally or externally.

2. Employees interested in a lateral transfer must submit an application to an open and available recruitment via CalOpps.

3. Qualified and eligible employees may be interviewed by the Hiring Manager.

4. Selection(s) for the lateral transfer will be made by the Hiring Manager or on a first come, first served basis.

5. Both the employee's existing department head and the department head where the vacancy exists must agree upon the transfer.

   The Hiring Manager is responsible for completing a performance review/reference check with the potential transferring employee's current manager.

An employee so transferred shall receive the same salary received in the former classification. The employee's base salary will only be transferrable. Bilingual and On-Call Pay will be determined based on the need of the position being transferred into.

SECTION 5. DISQUALIFICATION

Human Resources shall reject any application/resume which indicates on its face that the applicant does not possess the qualifications specified for the position or has not properly completed an application or has excluded other requested supplemental information.

A. Applications shall also be rejected for any of the following reasons, insofar as they relate to the applicant's ability to perform the job for which the application is made. There will be no written notification sent to the applicant in these following instances:

1. If the applicant does not possess the required license and credentials specified;

2. If the applicant applying for any position has an "exclusion" as a result of a search on the U.S. Department of Health & Human Services Office of Inspector General OIG exclusions database;

3. If the applicant has requested to have the application/resume withdrawn from consideration;

4. If the applicant is not legally permitted to work within the United States;

5. If the applicant is a current user of illegal drugs;

6. If the applicant has made false statements of any material fact, or omissions, practices, or attempted to practice any deception on the application/resume or in securing eligibility or appointment;

7. Failure to be present upon appropriate notification for fingerprinting or medical testing or examination as required;

8. Unsuitability of an applicant's work record as indicated upon a review of qualifications;

9. Any material cause which, in the judgment of Human Resources, would render the applicant unsuitable for the particular position, including prior resignation, prior termination or a significant disciplinary action with the Authority.

B. An applicant will be provided written notification in the following instance: If the applicant has been convicted of either a misdemeanor or a felony that directly and adversely relates to the specific position duties that the applicant would perform. Unless required by law, the Authority will not deny employment to any applicant solely because he or she has been convicted of a crime. The Authority may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.

C. An applicant may be rejected if the applicant is related by blood or marriage to an existing employee and if Human Resources make findings that hiring a relative in the particular position could adversely affect supervision, security, or morale within the department.

D. False statements or evidence that an employee committed deception or fraud in his/her application will be cause for discharge.

SECTION 6. EMPLOYMENT OF RELATIVES AND SPOUSES/DOMESTIC PARTNERS

It is the Authority's policy not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants on the basis of marital status, domestic-partner status and relatives. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his/her marital status or relatives. This policy also applies to the selection of persons for a training program leading to employment.

Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or other marital state for the purpose of this anti-discrimination policy. Relatives for the purposes of this section is defined as spouse, registered domestic partner, parent, children (including foster care children), brother, sister, half-brother, half-sister, mother-in-law, father-in-law, grandparents, grandchild, aunt, uncle, niece or nephew.

Notwithstanding the above provisions, the Authority retains the right:

A. To prohibit relatives from working in the same department, division, program or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflict of interest. For example, one relative will generally not be permitted to maintain a supervisory relationship over another relative. A "supervisory relationship" is defined as one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her Authority appointment.

B. When two employees, employed by the Authority in the same department, division, program or facility marry or file for legal status as domestic partners and where such has the potential for creating adverse impact on supervision, safety, security or morale, the Authority will attempt to transfer one spouse (or domestic partner) to a similar classified position in another department, division, program or facility. Although the wishes of the involved parties as to which spouse (or domestic partner) will be transferred will be given consideration by the Authority, the controlling factor in determining which spouse (or domestic partner) shall be transferred shall be the positive operation and efficiency of the Authority.

   If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal. If continuing employment of two spouses (or domestic partners) cannot be accommodated in a manner consistent with the Authority's interest in promotion of safety, security, morale and/or efficiency, the Authority retains sole discretion to separate one spouse from Authority employment. Absent resignation by one affected spouse (or domestic partner), the less senior of the involved parties will typically subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal. However, if in the Authority's discretion, the retention of the less senior spouse (or domestic partner) would better serve the interest of the Authority, the said spouse (or domestic partner) shall be retained.

C. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents than to those employees without or with fewer dependents. Where such bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household," "principal wage earner," "secondary wage earner," or other similar status.

SECTION 7. SUBJECT AND METHOD OF EXAMINATIONS

Examinations shall be competitive and may consist of written test, oral test, appraisal interview, performance test, evaluations of prior training, experience and education; or any combination thereof. Each examination must be job related and must be designed to test the ability of an individual to perform the duties of the job. The scope and type of examination is to be determined by Human Resources. If a person fails to pass such an examination, he/she may be disqualified from consideration for employment. Each candidate invited to an examination shall be given written notice of the examination results.

As the needs of the Authority may require, promotional examinations may be conducted and may consist of evaluation of prior service, accomplishments in special training courses, or other tests. All candidates for promotion must be employees of the Authority and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

SECTION 8. CONDUCT OF EXAMINATIONS

Human Resources will determine the manner, methods, applicant pool, and by whom examinations will be given. The Authority may contract with any competent agency or individual for the performance by such agency or individual for giving or scoring examinations.

SECTION 9. ELIGIBILITY LISTS

Eligibility lists may be established by Human Resources following a competitive examination process and will consist of the names of persons successfully passing a competitive examination process. Under circumstances in which an open and continuous recruitment is posted and conducted, Human Resources may approve the appointment of a qualified applicant without the establishment of an eligibility list. Eligibility lists shall be valid and in effect for a period of up to one year.

An eligibility list may be extended by action of Human Resources for additional six-month periods. If less than three (3) names of qualified applicants are available for appointment, Human Resources may declare the list invalid. Names shall be removed from an eligibility list for any of the following reasons:

A. If an eligible requests orally or in writing that his/her name be removed.

B. If an eligible fails to accept an offer of employment from the Authority.

C. If an eligible on a promotional list resigns from the Authority.

D. If an eligible, in a medical examiner's opinion, is unable to perform the essential functions of the position even with reasonable accommodation.

E. If a person on the eligibility list leaves no forwarding address at which he/she can be contacted by mail.

F. If an eligible is found to be unsuitable for the position by the immediate supervisor.

SECTION 10. TYPES OF APPOINTMENTS

All vacancies in the competitive service, other than temporary vacancies, shall be filled by reinstatement, transfer, demotion or from an appropriate eligibility list, if available. In the absence of persons eligible for appointment in the above manner, temporary appointments may be made in accordance with these rules and regulations.

A. Appointment.

After interview and investigation, Human Resources shall effect the appointment by notifying the selected candidate subject to passing the required examinations listed below, and if the applicant accepts the appointment and presents himself/herself for duty within the period of time as the immediate supervisor shall prescribe, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.
Prior to appointment to a position in the competitive service, a person may be required to pass a medical (possibly including drug/alcohol screen), and/or physical examination plus fingerprinting and processing through the California Department of Justice in keeping with California Code of Regulations section 703(d) to the satisfaction of Human Resources.

B. Emergency Appointments.

To meet the immediate requirements of an emergency condition, a supervisor may in his or her discretion retain persons as Authority employees on a temporary basis as may be needed for the duration of the emergency which may exceed 60 working days without regard to the personnel rules affecting appointments. Such appointments shall be reported to Human Resources within 24 hours and shall require approval of the Executive Director and shall be terminated at the discretion of the Authority regardless of cause or reason as determined by the Executive Director or his or her designee.

C. Temporary Appointments.

Temporary appointments may be made by Human Resources of persons who possess the qualifications for the position. A temporary appointee is typically a person with some administrative experience brought in to the Authority to complete a short term project. Such appointments shall not continue for a period in excess of any six (6) months unless approved by the Executive Director. Temporary employees will not be entitled to annual vacation leave with pay, or holiday pay as is provided in these rules. Temporary employees will be provided with sick leave to the minimum extent required by law. However, if a temporary appointment is converted to a probationary appointment without interruption of service, the period of temporary service may be credited towards the completion of the probationary period. Annual vacation leave will not accrue for the period of service that the temporary appointee has served and received compensation for as provided in these rules. All temporary assignments must be made within budget limitations and shall not be the basis for preferential hiring consideration.

D. Provisional (Interim) Appointments.

When the service demands of the Authority are such that a management level position is open and it could adversely affect the immediate operations of the Authority not to promptly fill it and an immediate open competitive recruitment process is not practical and/or in the absence of an eligibility list for such a management level position, the appointing authority may make a provisional appointment. A provisional appointee is typically a person with

management level expertise and/or has a highly skilled specialty that would require an intensive and lengthy recruiting process.

1. Any person appointed in provisional status shall meet the minimum qualifications for the position to which he/she is being appointed.

2. No person shall remain in the provisional appointment status for more than 12 months, except as approved by the Executive Director. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year.

3. A provisional appointee who is subsequently appointed to a regular position shall be entitled to credit for the time served in the provision status toward the completion of his/her probationary period.

4. A provisional employee shall be entitled to the same salary and benefits as a regular employee.

5. Prior to being appointed in a regular status, a provisional appointee shall successfully complete the competitive examination/interview process.

6. A provisional appointment shall not be the basis for preferential hiring consideration.

E. Trainee Appointments.

When it becomes necessary for the appointing authority to fill an open classification with a less qualified person than required by the classification, and elects to train the person until minimum qualifications are met, the appointing authority may fill the classification with a trainee.

1. Trainee status may be assigned to any classification.

2. The training period may not exceed 12 months, except that it may be extended an additional six (6) months upon approval of the appointing authority.

3. The salary range for the trainee will be the minimum salary range of the classification in which the employee is a trainee.

4. During the training period, the trainee will be entitled to the same benefits as a probationary employee.

5. Upon successful completion of the training period as determined by the department supervisor, the trainee shall be eligible to participate in a competitive recruitment and selection process for appointment to the regular classification. Successful completion of the training period does not guarantee appointment to the regular classification. Appointment shall be based on successful completion of the applicable competitive recruitment and selection process in accordance with these Personnel Rules and other applicable policies and procedures.

6. Trainee appointments are considered transitional assignments to positions in regular classifications. A trainee who is selected and promoted to a position in the regular classification following the competitive recruitment process shall be required to serve a probationary period of 6 months after such appointment.

7. Failure of a newly hired trainee to meet the qualifications of the classification during the training and/or probationary period as determined by the department supervisor will be cause for rejection from trainee status/probation.

8. A regular employee who is transferred to trainee status and fails to meet the qualifications of the classification during the training and/or probationary period will be transferred back to the person's prior regular classification or to one similar in pay.

F. Lead Appointments.

To recognize personnel within existing classifications who are providing lead services such as clinical supervision for paraprofessional and/or licensure hour accrual, but do not necessarily meet promotional classification qualifications or wish to be considered for promotional consideration, the appointing authority may designate a Lead appointment(s) within existing classifications.

1. The appointing authority may designate Lead status within existing classifications and add the term "Lead" to the working position title in order to recognize additional responsibilities of leading the activities of co-workers.

2. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of Lead status.

3. Lead appointment designation and corresponding 5% pay differential pursuant to Subparagraph B above shall be removed at the discretion of the appointing authority without notice, cause or right of appeal.

4. Lead pay and the employee's appointment to lead shall take effect at the beginning of the first pay period following the employee's notification of his/her assignment.

G. Additional Duty Appointments.

Assignment to cover a position, which is temporarily vacant due to staff/supervisor being on a leave or unable to fulfill the duties of their position for a period not to exceed 6 months or based on HR review. Supervisors/Managers who have direct report vacancies are excluded from this provision.

1. The appointing authority may designate additional duty appointment to another staff within the same department in order to recognize additional responsibilities for covering their duties.

2. The additional duty assignment(s) must take place for a period of four (4) consecutive weeks or more.

3. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of this appointment.

4. The five percent (5%) differential in pay will be removed at the completion of assignment

5. The five percent (5%) differential in pay and the employee's appointment to additional duties shall take effect at the beginning of the first pay period following the employee's notification and effective date of his/her assignment.

SECTION 11. REINSTATEMENT

With the approval of Human Resources and Executive Management, an employee who has resigned with a good record may be reinstated within six months to his/her former position, if vacant, or to a vacant position in the same or comparable class. Upon reinstatement, all benefits shall be restored to the employee at the same level at which they were earned at the time of resignation.

SECTION 12. AVAILABILITY

For purposes of quality client services, supervisors of clinical areas must reside within a reasonable distance of the Authority so as not to interfere with their job responsibilities. Clinical supervisors shall reside within a 90-minute commute to the Authority in heavy traffic. After hours on-call staff shall reside within a 30-minute commute to the Authority in heavy traffic.

SECTION 13. PROBATIONARY PERIOD

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management, part-time and at-will positions.

A. Extension of Probationary Period
(The Personnel Rules and Regulations were updated on November 18, 2015 to change the probationary period from 1 year to 6 months)
All original, promotional and reinstatement appointments shall be tentative and subject to a probationary period of 6 months. The probationary period is part of the testing process and shall be utilized for closely observing the employee's work such as conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness to determine whether the employee is fully qualified for employment in the classification and position to which the employee has been appointed.

A Manager/Director may recommend, and the Executive Director may extend, an employee's probationary period by a maximum of six (6) months past the end of the initial probationary period for performance reasons. In order for probation to be extended, there must be a 3-month signed evaluation on file in the Personnel file and the request for extension must be received by HR no later than the 5th month of the probationary period.

An employee's probationary period will automatically be extended by the length of any absence of a week or more.

B. Rejection During Probationary Period.

During the probationary period, an employee may be rejected at any time by the appointing power without cause, without notice, and without appeal, grievance, or any rights described in Rule IX regarding Discipline. If the service of a probationary employee has been satisfactory, then the Manager shall file with Human Resources a performance evaluation stating the retention of such employee is desired. If, after the completion of a probationary period, no statement is filed stating that the probationary employee is rejected, or no evaluation is timely completed, the employee shall be deemed to have attained regular employment status.

C. Use of Leave While on Probation

While on initial probation, new employees may not use vacation leave accruals. New employees, however, may use floating holidays, compensation time off, and sick leave, where applicable. This provision does not apply to employees on promotional probation. Employees are entitled to use any applicable leave balances while on promotional probation provided that they have completed initial probation.

D. Probationary Period After Promotion.

Promotions to a higher classification will be assigned a new probationary period. Any employee receiving a promotion to a higher level within the same classification will maintain the same probationary period. A promoted employee does not have a property interest in his or her prior position if an employee fails to successfully complete the promotional probation period.

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Rule IX regarding Discipline. If the employee fails to complete the probationary period in the promotional position satisfactorily, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.

Should the original position no longer be available, the employee may be returned to a similar position provided they meet qualifications and a position is available, or they may be released without cause, without notice or appeal, and without any rights described in Rule IX regarding Discipline. No new probationary period shall be required upon demotion or reinstatement to a lower class following rejection from probation.

E. Employee's Responsibility.

It is the responsibility of the employee to meet and to strive to exceed the minimum standards established for work accomplishment and conduct, to strive to improve work effectiveness, and to perform at highest competency levels.

RULE V. COMPENSATION PLAN

This section applies to all Authority employees with the exception of the Executive Director unless otherwise specified.

SECTION 1. SALARY RANGE

~~The Human Resources Department or the person or agency employed for that purpose shall establish a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. All salary ranges shall be adopted by the Governing Board by resolution. The Executive Director retains the authority to adjust salary on a case-by-case basis within the range at any time if it is determined that the current salary adversely affects recruitment and retention. All salary ranges must be included on the Fiscal Year pay schedule and must also be approved by the Governing Board.~~The Human Resources Department or the person or agency employed for that purpose shall prepare and recommend a salary range for each classification in the competitive service showing

the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. Salary ranges and material changes to the compensation structure shall be adopted by the Governing Board by resolution and included on the Fiscal Year pay schedule. Subject to the adopted budget and applicable compensation policies, the Executive Director retains authority to establish or adjust an individual employee's salary within the Governing Board-approved range, including adjustments reasonably necessary for recruitment, retention, internal equity, or other operational needs.

Tri-City will not discriminate in assigning wage rates on the basis of sex, race, or ethnicity, and will not pay an employee at a wage rate less than the rate paid to an employee of the opposite sex, or of a different race or ethnicity, for performing substantially similar work, taking into consideration skill, effort and responsibility, and which is performed under similar working conditions. This restriction does not limit Tri-City's ability to assign different wage rates to employees based upon factors other than sex, race, or ethnicity, including but not limited to, seniority, merit, education, training and experience.

A. Review and Adjustment of Pay Ranges.

Tri-City has implemented a system that enables regular review of all salary ranges for adjustments contingent upon Tri-City's financial ability to pay. If Tri-City is in the financial position to do so, as determined by the Executive Director and Chief Financial Officer, all salary ranges will be reviewed on an annual basis in comparison to the relevant labor market for adjustment. The Executive Director and Chief Financial Officer will notify the Human Resources Department of any revisions to the schedule for the annual review of all salary ranges, based on each fiscal year budget.

SECTION 2. SALARY APPOINTMENT

Generally, new employees are appointed to the minimum of the salary range for the particular class in which the appointment is made. When in the judgment of Human Resources and with the recommendation of the appointing authority the education, training, and/or experience of the proposed employee justify a salary amount in excess of the minimum, Human Resources may authorize a salary appointment at an amount that does not exceed the mid-point of the salary range. Any initial salary appointment to an amount in excess of the mid-point of the salary range shall require the written approval of the Executive Director and Chief Financial Officer. Initial employment at a salary amount above the minimum may also be authorized by Human Resources when a particularly difficult recruiting problem for a class is found to exist.

SECTION 3. ANNIVERSARY DATE

New employees shall have their initial anniversary date set on their appointment date. Promoted, reclassified, or demoted employees shall have a salary anniversary date established as the date on which the employee begins performing the duties of the position as determined by the Authority. Salary changes shall be made effective on the first day of the closest pay period.

There shall be no loss in seniority for vacation, departmental selection of assignments or other related matters. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period they will revert to a July 1st salary anniversary date.

SECTION 4. SALARY ANNIVERSARY DATE

A. Establishment of Salary Anniversary Date.

All employees who receive appointments in the competitive service shall be evaluated near the end of 12 months of employment for consideration of merit salary increase. This will establish the employee's salary anniversary date. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st salary anniversary date.

B. Adjustment in Salary Anniversary Date.

A salary anniversary date will revert to a July 1st salary anniversary date after a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period.

SECTION 5. SALARY INCREASES

~~**Annual salary increases are contingent upon Tri-City's ability to pay, as determined by the Chief Financial Officer.**~~**Annual salary increases are contingent upon the Governing Board-approved budget and Tri-City's financial ability to pay. Within that approved budget, the Executive Director and Chief Financial Officer may determine whether and to what extent authorized merit increases will be implemented.**

Salary increases within a salary range shall be granted to an employee based on merit in conjunction with an evaluation of his/her work performance. A merit salary increase must be recommended by the first line supervision and approved by the department head and the Human Resources Department. The amount of a merit salary increase, if any, will be based on the employee's achievement as recorded in a performance evaluation report based on the following guidelines, however, in consultation with the Chief Financial Officer and the Chief Operations Officer, the Executive Director retains the authority to adjust salary on a case-by-case basis at any time if it is determined that current salary adversely affects recruitment and retention. At no time can an employee be paid over their assigned pay grade range.

After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st performance evaluation date for their next evaluation. This could mean that the employee is given a performance evaluation before completing their second full year of service to put them on a July 1st evaluation schedule. Any related adjustment to salary will be calculated on a pro-rata basis. If the employee's July 1st evaluation is six months after the initial performance evaluation and salary adjustment, the recommended percentage increase is multiplied by 6/12 (or 50% which is equal to six [6] months divided by 12 months) to get a pro-rated percentage increase. All salary increases will be effective the first day of the pay period following the anniversary date.

A. Guidelines.

Tri-City places high value on caring, helpful service to clients and the public, development of creative workable solutions to problems, timely submission of activity logs, productivity based upon direct client service, compliance with client service documentation standards,

dedication and hard work, self-improvement, cooperation with co-workers, enhancement of the Authority's positive image, the accomplishment of goals and objectives established by the employee's supervisor, and program cost effectiveness.

~~The Executive Director and Chief Financial Officer will consider each fiscal years merit increase percentages based on Tri-City's ability to pay based on that fiscal year's budget. The Chief Financial Officer will notify the Human Resources Department of the approval fiscal year merit increase percentage. The Human Resources Department will be responsible to inform all staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer also retain the authority to revise the merit rating schedule, such as eliminating all ratings except for Meets Expectations.~~Within the Governing Board-approved compensation framework and adopted fiscal-year budget, the Executive Director and Chief Financial Officer will determine the merit increase percentage, if any, to be implemented for that fiscal year. The Chief Financial Officer will notify Human Resources of the approved fiscal-year merit increase percentage, and Human Resources will inform staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer may make administrative revisions to performance-rating forms and procedures; however, a material change to the compensation methodology or employee eligibility for merit compensation requires Governing Board approval.

1. An employee whose overall work performance is rated as "Meets Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.

2. An employee whose overall work performance is rated as "Acceptable in most areas, improvement needed in some" may be eligible to receive a merit salary increase, subject to the supervisors recommendation and management approval; however, the evaluating supervisor may delay implementation of the salary increase pending the results of a special performance evaluation focusing on the areas in which improvement is needed.
3. An employee whose overall work performance is rated as "Exceeds Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.

4. An employee whose overall work performance is rated as "Exceptional/Exceed all Expectations" may be eligible to receive a merit salary, subject to the supervisor's recommendation and management approval.

5. Employees whose overall work performance is rated as "Immediate Improvement Needed" shall not be granted a merit salary increase and may be subject to disciplinary action and/or placed on a Performance Improvement Plan.

B. Performance Improvement Plan (PIP).

An employee who does not receive at least a "Meets Expectations" annual evaluation, may be placed on a Performance Improvement Plan (PIP). This Plan is completed by the employee's supervisor and should outline goals and expectations in order to assist the employee in improving his/her job performance. This plan must be approved by the Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) and the Human Resources Department.

SECTION 6. SALARY INCREASE PROCEDURE

The following provisions shall govern the salary increase procedures for all employees in the competitive service.

A. Notification of Eligibility.

Thirty days prior to each employee's salary anniversary date and annually thereafter until the employee reaches the maximum of the salary range for his/her class, Human Resources shall advise the program supervisor in writing of the employee's pending eligibility for a performance evaluation and a merit salary increase. Please refer to Rule IV, Section 4 Lateral Transfers.

B. Notification of Authorization to Accounting.

If the supervisor recommends the employee for a merit increase, Human Resources shall notify the Accounting Department by Personnel Action Form of the approved merit salary increase and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the specified higher rate.

Such payment shall commence at or be retroactive to the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V, Section 4(b), Adjustment in Salary Anniversary Date.

C. Postponement of Merit Salary Increase.

A supervisor may choose not to recommend that an employee receive a salary increase in conjunction with the salary anniversary date and postpone consideration pending further review of the employee's performance.

If, during or at the conclusion of the period of postponement, the supervisor recommends that the employee receive a merit salary increase, Human Resources shall notify the Chief Financial Officer by Personnel Action Form of the approved merit salary increase, and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the higher rate. Such payment shall commence at the beginning of the nearest pay period closest to which the recommendation is made.

D. Failure to Process Eligibility for Merit Salary Increase.

Should an employee's salary anniversary date be overlooked through error, and upon discovery of the error the employee is recommended and approved for a merit salary increase, the Chief Financial Officer shall honor a request for retroactive payment compensating the employee from the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 7. SALARY ON PROMOTION

An employee who is appointed to a position in a class allocated to a higher salary range than the class in which he/she formerly occupied a position shall receive a salary rate that is at least four percent (4%) higher than his/her previous base salary, or to the maximum of the 50th percentile of the new salary range. A supervisor can determine the salary increase based on years of service and responsibilities. This will allow for Supervisors to adjust the salary in cases where a long term employee, who after being promoted, is only at the new minimum salary range. The promotion and

corresponding pay increase shall take effect at the beginning of the first pay period following the employee's notification of his/her promotion. The effective date of the promotion shall determine the employee's new salary anniversary date, for the six-month promotional probationary period only. Thereafter, the salary anniversary date will revert to July 1st of each fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 8. SALARY ON TRANSFER

An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same rate in the salary range as he/she previously received. The employee's salary anniversary shall remain the same as it was before the transfer. Please refer to Rule IV, Section 4 Lateral Transfers.

SECTION 9. SALARY ON REINSTATEMENT

Notwithstanding other provisions of these Rules and Regulations, a person reinstated (within six (6) months) in: A) a position allocated to a class in which he/she previously held regular status and from which he/she was separated in good standing; or B) a position allocated to a class which is comparable as determined by the Authority to a position to which he/she previously held regular status and from which he/she was separated in good standing may, with the approval of the Executive Director, Chief Fiscal Officer and the program manager in which he/she would be reinstated, be appointed to the same rate in salary range for the particular class of position as the rate in which he/she occupied at the effective date of his/her resignation. Upon reinstatement, the employee's anniversary date shall be determined by the effective date of the reinstatement.

SECTION 10. SALARY ON DEMOTION

The salary of an employee who is demoted to a position in a class allocated to a lower salary class than the class in which he/she formerly occupied a position shall be determined as follows:

A. Involuntary Demotion.

An employee who is involuntarily demoted to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary rate in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required in this section. In such case, he/she will be required to complete his/her probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

B. Voluntary Demotion.

An employee who is demoted at his/her own request to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee.

A "Y" rate exists when the employee's salary is frozen at the present level until such time a subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He/she shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required by this chapter. In such case, he/she will be required to complete higher probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

SECTION 11. SALARY ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Class with Same Salary Range.

If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to the change of class title, provided there is no change in the basic duties of the position.

B. Class with Higher Salary Range.

If the position is reclassified to a class with a higher salary range as the previous class, and if the incumbent is appointed to the reclassified position, he/she shall be compensated at a rate in the new salary range which comes nearest to and/or higher than the rate he/she held in the previous salary range.

C. Class with Lower Salary Range.

If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change unless it is greater than the maximum of the lower salary range, in which case, the Executive Director shall approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases equal or exceed the employee's salary at the "Y" rate. The incumbent's salary anniversary date shall not change.

D. Step Increases

If there are multiple pay steps within the same classification and an employee has occupied his or her current position for at least 12 months, has increased responsibilities, and has maintained a Meets Expectations on all Performance Evaluations while in his or her current position, the Department Head may grant a one-step pay increase without posting an opening, as a natural career progression.

Upon moving to the higher step, the employee receives a 4% increase above their base salary at the time of the increase along with the title number change. If the employee has obtained a license, degree, or certification which qualified them for the step increase, the employee is only eligible for the 4% salary increase for meeting the requirements of that step. The step increase shall take effect at the beginning of the first pay period following the employee's notification of his/her increase.

SECTION 12. OVERTIME

It is the policy of the Authority to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

A. Definition of Overtime.

Overtime is hours worked by non-exempt employees in excess of 40 hours in a seven (7) day work week. "Hours worked" shall mean hours actually worked and does not include paid leave (i.e., vacation, sick leave, compensatory time, etc.). No overtime shall be recorded or reported for less than 40 hours worked over a seven (7) day work week.

B. Prior Authorization.

Overtime must be authorized in writing in advance by the Authority. All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work.

Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Dispatched calls beyond the end of duty time are considered as authorized. Working overtime without advance approval is grounds for discipline. Employees are cautioned not to spend excessive amount of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained. It is the Supervisor's responsibility to approve their assigned staff's timesheets before submission to Accounting to authorize any overtime work performed.

C. Rate.

Employees who have worked overtime hours shall be compensated as follows based on that status of their classification under the Fair Labor Standards Act (FLSA).

1. *FLSA-Covered Employees*. Employees in non-exempt classifications under the FLSA shall be compensated at a rate of time and one-half for all overtime hours.

2. *Exempt Employees*. Employees in classifications that have been determined to be exempt under the FLSA due to their managerial, supervisory or professional status as determined by the Executive Director per Department of Labor guidelines may be compensated at a rate of straight time in the form of compensatory time off, as described in section D(2) below. Such compensatory time shall not be accrued without prior authorization from the employee's supervisor.

   At the discretion of the Executive Director, Exempt employees may be required to work overtime without additional compensation to meet unusual operational needs of the Authority.

D. Compensatory Time Off.

1. *FLSA-Covered Employees and Executive Management*. Non-Exempt and Executive Management employees are not eligible to receive compensatory time. Executive Management employees refer to the Resolution.

2. *Exempt Employees*. As stated in sub-section C (2) above, exempt employees who do not have a legal entitlement to overtime compensation may be permitted to receive compensation for overtime in the form of compensatory time off at the straight time rate at the discretion of the Authority. Exempt employees may be permitted to accumulate or "bank" up to 60 hours of compensatory time with pre-approval from their supervisor; however exempt employees shall not be eligible to receive pay for compensatory time hours on the books during employment. Rather, exempt employees may utilize accumulated compensatory time hours only in the form of time off in accordance with established vacation utilization procedures. Accrued compensatory time off, if available, shall be used first before using vacation leave balances. Exempt employees shall be entitled to carry over unused accumulated compensatory time hours from one fiscal year to the next. If an employee leaves Authority employment before exhausting compensatory leave balances, the remaining compensatory leave balance will be paid off in the separating employee's final paycheck.

3. *Approval of Use.* Use of compensatory time must be pre-approved by the employee's Supervisor/Manager/Department Director prior to commencing use for all employees. Compensatory time shall not be used for injury or illness-related absences in lieu of sick leave when sick leave is available unless otherwise required by state or federal law.

SECTION 13. EXCEPTIONAL PERFORMANCE AWARDS

Consistently exceptional performance may be recognized in the form of an Exceptional Performance Award. The provision of such an award shall be a discretionary action requiring review and approval of the Executive Director. An Exceptional Performance Award may be made on a one-time, lump sum basis during any fiscal year and is dependent upon the availability of funds as determined by the Executive Director and Chief Financial Officer. An Exceptional Performance Award may be granted to an employee in addition to a merit salary increase. The Authority's ability to provide Exceptional Performance Awards is contingent upon the availability of funding guaranteed through employee productivity.

A. Annual Initiation of Program.

On a fiscal year basis, the Chief Financial Officer, with the approval of the Executive Director, shall determine whether sufficient funding has been received within the Authority to initiate the Exceptional Performance Award program for that particular fiscal year. If a determination is made that funds are available, the Executive Director shall issue a memorandum to supervisory staff advising of such and the time period during which recommendations for Exceptional Performance Awards will be considered.

B. Amount of Award.

An employee may receive a one-time, lump sum Exceptional Performance Award of up to eight percent (8%) of his/her annual regular earnings from Tri-City during the previous fiscal year.

C. Eligibility.

To be eligible for an Exceptional Performance Award an employee shall have completed the probationary period with at least 12 months of full-time service with the Authority. However, under rare special circumstances, the Executive Director may authorize an Exceptional Performance Award for an employee who has not yet completed the probationary period and 12 months of employment with the Authority.

An employee who has informed the Authority of his/her intent to resign or retire from employment with Tri-City shall not be eligible to receive an Exceptional Performance Award. To be eligible, an employee must consistently exceed performance level standards.

D. Justification.

An Exceptional Performance Award may be granted to recognize an employee's excellent job performance which has produced increased productivity or efficiency, has been above and beyond the call of duty and/or is consistently maintained at an outstanding level.

To receive an Exceptional Performance Award, an employee must be recommended as a recipient in a memorandum written to the Executive Director by the employee's supervisor or department head. The justification memorandum to the Executive Director shall describe in detail the employee's accomplishments in one or more of the following categories:

1. Submittal of ideas and/or taking action that has resulted in increased productivity and/or efficiency.
2. Outstanding actions that have brought credit to the Authority, or improved its services and/or image.
3. An option or actions performed that would not normally be expected of the employee's classification and performance of them in an outstanding manner;
4. Within the employee's area of responsibility, there is a consistent, high level of productivity and/or efficiency with repeated successful implementation of outstanding work products;
5. Extraordinary effort, diligence, courage, patience, empathy or creativity;
6. Commitment of the employee's own time to the benefit of the Authority.

E. Executive Director Approval.

The provision of an Exceptional Performance Award requires the written approval of the Executive Director. Such approval may be granted to eligible employees only in instances in which funds are available and justification is provided based on a written recommendation in the form of a memorandum to the Executive Director that complies with the requirements set forth in sub-section D in this Section.

SECTION 14. BILINGUAL INCENTIVE PAY

~~The Authority will provide bilingual incentive pay to qualified employees who have the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, any of the Asian languages, and uses the language in his/her work in accordance with operational guidelines in effect established by the Executive Director and Director of Clinical Program Services. Bilingual incentive pay shall be in the amount of $0.50 per hour totaling in $1,040 per year. Department Directors reserve the right to repeal bilingual incentive pay at any time depending on the need of the Department and/or position. The Authority reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. The Authority additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Bilingual incentive pay will take effect at the beginning of the pay period following all completed qualifications and approvals.~~The Authority will provide bilingual incentive pay to qualified employees who use an approved language in their work in accordance with operational guidelines established by the Executive Director or designee. Bilingual incentive pay shall be in the amount approved as part of the Governing Board-adopted compensation structure. The Executive Director or designee may determine which languages, positions, and assignments qualify based on operational need and may establish testing, eligibility, and administrative procedures. A material change to the amount or structure of bilingual incentive pay requires Governing Board approval. Bilingual incentive pay will take effect at the beginning of the pay period following completion of all applicable qualifications and approvals.

SECTION 15. EMPLOYEE REFERRAL FEE PROGRAM

The Authority is always looking for qualified employees and appreciates recommendations made by existing employees. If a current staff member recommends someone who is hired on a full-time, permanent basis, they will receive a referral fee totaling up to $400. The Authority may from time to time, however, pay a higher referral fee for particular positions as approved by the Executive Director. The first $200 will be paid when the referral commits to the offer and actually starts working for the Authority. The newly hired employee must fill out a form stating who referred them on their first day of employment. The second $200 will be paid when that referral completes probation. This amount may be changed from time to time depending on existing market conditions.

SECTION 16. ON CALL PAY

~~Certain staff members are required to be available after-hours on a rotating basis. These staff members receive an annual on-call pay. In addition, if staff is called to come into the office, they will be paid for hours actually worked, including travel time to and from their home. Department Directors reserve the right to repeal On-Call pay at any time depending on the need of the Department and/or position. (Refer to On-Call Pay Policy & Procedure for further details.)~~Certain staff members may be required to be available after-hours on a rotating basis and may receive on-call pay in accordance with the Governing Board-approved compensation structure. The Executive Director or designee may determine which positions or assignments require on-call coverage based on operational need and may discontinue an individual on-call assignment when no longer required. A material change to the rate or structure of on-call compensation requires Governing Board approval. If staff is called to work, compensation for hours actually worked, including travel time where required, will be provided in accordance with applicable law and Authority policy. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 17. INSURANCE BENEFITS

The Authority will make available group insurance benefits to full-time employees in accordance with resolutions adopted by the Governing Board and as required by law. The Authority pays a percentage of the premiums with the employee paying the remaining percentage. Employees may opt for coverage through a health insurance exchange. Employees who decline medical insurance plan coverage shall receive an Health Incentive Plan in lieu payment of $150 per month over 24 pay periods. All declining employees must provide proof of alternative insurance coverage to be eligible for this payment.

An open enrollment period will occur each year prior to the effective date of each policy. Only during this time may the employee change insurance plans. An exception occurs if the employee claims a qualifying event affecting his/her family, then enrollment will be the first of the next month.
Tri-City provides term life insurance and accidental death and dismemberment policies, including short-term and long-term disability insurance. Additional voluntary (employee-paid) group rate supplemental plans are available through American Fidelity. American Fidelity also provides a Medical Expense and Dependent Care Flexible Spending Account, an IRS Code Section 125 benefit plan. Benefits for new hires receiving coverage and their dependents, are effective the first day of the calendar month following the employee's hire month.

Pursuant to the Patient Protection and Affordable Care Act ("ACA"), the Authority shall not retaliate against any employee who receives health insurance premium tax credits or a subsidy in the health insurance exchange; reports potential violations of protections afforded under Title I of the ACA; testifies, assists or participates in a proceeding concerning such violation; or objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be a violation of any provision of Title I of the ACA.

SECTION 18. MEDICARE

All employees hired after April 1, 1986, will have 1.45 percent of their base salary deducted from their paycheck to be paid to Medicare. The Authority will match the 1.45 percent, as mandated by law.

SECTION 19. PAY PERIOD

The compensation due to all employees of the Authority shall be on a bi-weekly basis.

SECTION 20. PAY DAYS

The payment of compensation, as well as paystubs, shall be made available by the Authority to employees on the pay date, the Friday following the completion of each bi-weekly pay period. In the event that a pay date falls on a holiday, payment of compensation (as well as pay stubs) shall be made available to the Authority employee on the first work day preceding the holiday.

SECTION 21. TIME ENTRY

Time entry into Workforce Now (the System) is to be completed and approved by the employee and the employee's time and attendance supervisor no later than 11 am on the Monday following the completion of each bi-weekly pay period (Approval Deadline).

The employee's approval of their timecard indicates their attestation to the accuracy and completeness of their recorded hours. The time and attendance supervisors' approval of employees'

timecards indicates their attestation to the accuracy and completeness of the employees' recorded hours.

Exempt and non-exempt employees shall be compensated based on the approved hours as recorded within the System. Modification of hours subsequent to the approval deadline (as noted above) will have to be documented and approved by the employee requesting the change and their time and attendance supervisor. These modifications will be applied to the subsequent pay period.

SECTION 22. LICENSURE / CERTIFICATION INCENTIVE PAY

For full-time staff who are preparing to get licensed or certified, Tri-City will pay up to $250 per calendar year for the cost of the class or workshop that is related directly to getting the license or certification. The license and certification must require continuing education units (CEUs) and be approved by the Department Head as having value to the Authority and relative to the employee's job classification, fees associated with registering/sitting for the exam are not covered.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

SECTION 23. LICENSE / REGISTRATION RENEWAL PAY

Tri-City will pay for the licensure and registration renewal fees for full-time staff whose duties require a license.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

RULE VI. LEAVE BENEFITS

SECTION 1. VACATION

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

A. Basis of Accrual.

Every full-time regular employee shall be entitled to a paid vacation leave following 6 months of full-time, continuous service with the Authority. Accrual shall take place on a bi-weekly basis as defined below:

Longevity	Accrual	Longevity	Accrual
0-2 Years	80 Hours	5-9 Years	128 Hours
3-4 Years	104 Hours	10+ Years	168 Hours

Vacation accrual shall be prorated for employees who begin or terminate their employment in the middle of the pay period. For purposes of this section, continuous service shall include time in which an employee is on authorized leave of absence with pay. Vacation leave will not accrue during leaves of absence without pay unless required by law.

B. Vacation Accrual.

All full-time employees shall be entitled to accrue vacation up to a maximum of 240 hours. No additional vacation hours can be accumulated until balance is below 240 hours. Supervisors shall encourage the taking of accrued vacation leave within the calendar year earned.

C. Effects of Holiday on Vacation Leave.

In the event one or more authorized Authority holidays fall within a vacation leave, such holiday shall not be charged as vacation leave.

D. Effects of Sick Leave on Vacation Leave.

In the event an employee becomes ill during his/her vacation period, such time shall not be charged as vacation leave, upon approval of the supervisor or Human Resources Department, if the following conditions are met:

1. Notice is given immediately to the employee's supervisor or the Human Resources Department. Sick leave will only be granted for those days on which notice is given or which follow notice to the Authority; and

2. Upon request, the employee submits a doctor's certificate for the period of sick leave. A doctor's note will not be required except as described in the Sick Leave policy contained in these Personnel Rules and Regulations.

E. Scheduling Vacations.

An employee may request his/her annual vacation leave at any time during the year, contingent upon determination by his/her supervisor that such absence will not adversely affect the department.
Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall request vacation time off through the ADP timesheet process.

F. Vacation Accrual Cash Out.

An employee may request a "Vacation Cash Out" of a maximum of eighty (80) accrued vacation hours during any fiscal year. Eligibility Criteria for a vacation accrual cash out are as follows:

1. The employee must be regular, full-time employee, who has completed his or her initial probationary period, if applicable.

2. A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.

Employees who meet the Eligibility Criteria for a Vacation Cash Out should complete and submit a Vacation Accrual Cash-Out Request Form available on Summit. Human Resources and Finance will review the request for approval or denial. Only full hour increments of accrued vacation leave may be requested. Vacation Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable. Approval of an employee's Vacation Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer.

Employees are not permitted to cash out more than 80 hours of vacation accruals during any one fiscal year (July 1-June 30).

G. Payment Upon Separation.

An employee separated from Authority service shall receive full compensation for accumulated vacation hours on the books at the employee's then current salary rate.

SECTION 2. SICK LEAVE

This section applies to all full-time and part-time employees employed by the Authority with the exception of Executive Management. Executive Management sick leave benefits are covered under the Executive Management Resolution.

A. Accrual of Sick Leave for Full-Time Employees.

Every full-time probationary, regular, and provisional (interim) employee shall accrue sick leave at the rate of 88 hours per year. Sick leave shall accrue on a bi-weekly basis, beginning on the first day of employment and shall be prorated when an employee begins or terminates his/her employment in the middle of a month. Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only as provided in this Section or as indicated by federal or state law.

B. Accrual of and Eligibility for Sick Leave for Part-Time and Temporary Employees.

Effective January 1, 2024, any existing part-time or temporary employees not otherwise provided paid sick leave shall be granted 40 hours of sick leave for use during the calendar year. Every year thereafter, on the first pay period in January, each covered employee shall receive an annual grant of 40 hours of sick leave for use during that calendar year. New hires shall receive an annual grant of 40 hours of sick leave upon the 90th day of employment at which time they are also eligible to use said sick leave.

This sick leave entitlement shall be reflected on the covered employee's regular pay stub. This annual grant does not rollover to the next calendar year and is not paid out upon separation from employment, promotion, or reclassification into a full-time classification. An employee who is promoted or reclassified from a part-time or temporary classification into a regular, full-time classification, will cease to be eligible for the annual front load grant of 40 hours of sick leave under this section and will assume the accrual of sick leave for full-time employees as outlined in the Authority's Personnel Rules and Regulations, Rule VI, Section 2.A. Any remaining hours not used prior to the promotion or reclassification from the annual front load grant of 40 hours will be forfeited.

Unused sick leave will be restored if a part-time or temporary employee separates from Tri-City but returns to work for Tri-City, in any position, within 12 months. Tri-City will comply with California law regarding sick leave for part-time employees in accordance with Labor Code section 245.5, 246, and 246.5.

C. Accumulation of Sick Leave for Full-Time Employees.

Sick leave may be accumulated indefinitely without limitation during the employee's full-time employment with the Authority.

D. Use of Sick Leave.

Employees may use sick leave for the following reasons:

1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's immediate family member (child of any age or dependency status, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling).
3. For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; ii) obtain medical attention or psychological counseling services from a shelter, program or crisis center; or iii) participate in safety planning or other actions to increase safety.

A full-time employee's use of one half of his or her annual accrued sick leave in a calendar year for the uses provided in this Section will be considered "Protected Sick Leave" in accordance with California Labor Code section 233.

E. Notification and Proof of Illness.

In order to be paid for time while absent from duty on sick leave, if the need for sick leave is foreseeable, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. If the need for sick leave is unforeseeable, the employee must notify his/her immediate supervisor of the need for leave as soon as practicable.

The Authority may require a full-time employee (or a part-time employee accruing sick leave) to provide a physician's certification to support any absence that involves the illness of the employee or family member if the Authority suspects that there is an abuse of sick leave by the employee. The Authority may also require such certification regarding sick leave use at any time to the extent permitted by law.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave, must provide certification of the need for leave within a reasonable time thereafter.

F. Payment Upon Separation.

Upon separation of employment from the Authority, a terminating full-time employee shall receive payment for accumulated sick leave up to a maximum of 240 hours. In addition, an Employee who is separating from employment for the purpose of retirement under the California Public Employee's Retirement System (CalPERS) may request that accrued and unused sick leave be converted to CalPERS service credit in accordance with applicable state laws and regulations. If the employee is re-employed by the Authority within 12 months of separating, the employee shall be credited with prior accrued, unused sick time that has not been cashed out. Payment upon separation is made upon the next regularly scheduled Authority pay date.

SECTION 3. HOLIDAYS

A. Authorized Holidays.

Every full-time employee shall be entitled to the following paid holidays, and/or other days designated by action of the Governing Board.

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Two (2) Floating Holidays (16 hours per calendar year; prorated for new hires)

~~The Executive Director is empowered to determine whether the Authority shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning, or holiday, as well as determine if any other day shall be a holiday.~~The Executive Director may determine whether the Authority will observe a special day proclaimed by the President or Governor and may authorize an operational closure when consistent with the adopted budget and Governing Board-approved compensation and benefit structure. Permanent additions to the Authority's schedule of paid holidays, or other changes that materially increase employee leave or compensation benefits, require Governing Board approval.

B. Use of Floating Holidays.

A floating holiday shall be scheduled in the same manner as vacations. The employee will request the Floating Holiday through the ADP timesheet process. Approval of the requested day off shall be contingent upon determination that the employee's absence will not adversely affect the operations of the department. A floating holiday not used during a calendar year will be cashed out on the last pay period of the calendar year. Upon separation of employment, any remaining floating holidays will be cashed out.

C. Weekends.

If a holiday falls on a Sunday, the following Monday will be observed as the holiday; or if the holiday falls on a Saturday, the Friday preceding will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off another working day immediately preceding or following the holiday, with the supervisor's approval, preferably within the same week but may be within the same pay period.

D. Flextime and Holidays.

If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately preceding or immediately following the holiday as their RDO instead.

E. During Unpaid Leaves.

Holiday pay will not be provided during a period in which an employee is on unpaid leave or other absence in which regular compensation is not provided.

F. New Hires.

A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

SECTION 4. COMPENSATORY TIME OFF

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

Refer to Rule V. Section 12 (D) of these rules and regulations for policies governing the use of compensatory time. An employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period unless such scheduling will unduly disrupt the operations of the Authority. Upon separation of employment, any remaining compensatory time off will be cashed out.

SECTION 5. PREGNANCY DISABILITY LEAVE

This section applies to all eligible Authority employees.

The Authority will allow leave in accordance with the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 6. FAMILY AND MEDICAL LEAVE / FAMILY RIGHTS ACT

This section applies to all eligible employees employed by the Authority.

The Authority will allow family medical leave for eligible employees in compliance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("CFRA"). California law shall prevail unless preempted by federal law. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 7. BABY BONDING LEAVE

This section applies to all eligible Authority employees.

New-child bonding is part of CFRA and allows eligible employees to take up to 12 weeks of leave to bond with or care for a newborn child, a newly adopted child or a child newly placed in foster care. There is no requirement that either the employee or child have a serious health condition, nor must the employee be disabled by pregnancy, childbirth or a related medical condition before taking CFRA

leave for reason of birth of the child. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 8. MILITARY LEAVE

This section applies to all eligible Authority employees.

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Department Director with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

The Department Director shall advise Human Resources of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on military leave in accordance with the Military and Veterans Code of the State. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

This provision shall not be construed to grant any other benefits, other than those provided by state and federal law, to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

SECTION 9. LEAVE OF ABSENCE WITHOUT PAY

A. General Policy.

This policy shall not apply to any leave of absence required by law.

An employee may be granted a leave of absence without pay for up to 30 days upon the recommendation of his/her supervisor and approval of the Executive Director. A leave of absence in excess of thirty days may only be granted by the Department Director and Human Resources for any of the following reasons:

1. To take a course of study which will increase the employee's usefulness on return to his/her position in the Authority service;

2. For personal reasons approved by the Executive Director and Department Director. Use of a leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-Authority employment where the employment is an internship.

B. Authorization Procedure.

Requests for leave of absence without pay shall be made upon the Request for Time Off Form and submitted to the Department Director for approval and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall be transmitted to the Executive Director for final approval. The action of the Executive Director shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to Human Resources, Accounting, the Department Director and the employee.

C. Length of Leave and Extension.

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the Executive Director and Department Head may extend such leave for an additional period not to exceed one (1) year. Procedure in granting such extensions shall be the same as granting the original leave provided that the request for extension is made no later than 30 calendar days prior to the expiration of the original leave.

D. Return From Leave.

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her supervisor at least 14 calendar days prior to the day he/she plans to return.
The supervisor shall promptly notify the Department Director and Executive Director of the employee's intention. Failure on the part of the employee to report for work promptly at the date of leave expiration, or within a reasonable time after notice to return to duty, shall constitute a separation from service. Paid leaves, i.e., vacation, sick leave and holidays, and other similar benefits shall not accrue to an employee granted such leave during the period of absence. An employee on leave of absence does not have any of the privileges granted regular full-time employees, except as otherwise required by law. Unless required by law, the Authority will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

SECTION 10. BEREAVEMENT LEAVE

This section applies to all Authority employees.

Any accrued vacation, sick, compensation time or floating holiday pay can be used for Bereavement, but must be approved by the Supervisor. As employees are required to use their own time for Bereavement leave, employees shall request the time off through his or her Supervisor through the normal request for time off practice.

SECTION 11. WORKERS' COMPENSATION

This section applies to all eligible Authority employees.

All injuries sustained in the course of employment shall be reported as soon as practicable to the supervisor, who shall in turn immediately report the same to Human Resources or the Chief Operations Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required form to Human Resources within 24 hours following the injury. Medical care and payments for temporary and permanent disabilities incurred in the course of employment shall be paid as prescribed by State law. Any regular employee shall continue to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee.

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

SECTION 12. EMPLOYEE TIME OFF FOR VOTING

This section applies to all Authority employees.

California Elections Code Section 14001 requires agencies to post a notice to employees advising them of provisions for taking paid leave for the purpose of voting in statewide elections. The notice must be posted ten (10) days before a state wide election. In general, a statewide election is defined as one in which all voters in the state have an opportunity to vote on at least one common race or issue. Employees are eligible for up to two (2) hours of paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote to workers who would not be able to do so because of their jobs. Voting hours are from 7:00 a.m. to 8:00 p.m. Employees can be given as much time as they need in order to vote, but only a maximum of two hours is paid. Employees must give notice to their supervisors at least two (2) working days prior to the statewide election that they will need additional time off for voting. Employees will be required to take the time off only at the beginning or end of the employee's shift.

SECTION 13. FAMILY SCHOOL PARTNERSHIP ACT/PARENTAL LEAVE

This section applies to all Authority employees.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care facility, can take off up to 40 hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee, prior to taking the time off, must give reasonable notice to Tri-City of the planned absence. The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section.

An employee may also utilize time off without pay for this purpose if approved by his/her supervisor. The supervisor may request the employee provide documentation from the school or licensed child care facility as proof that he or she participated in school or licensed child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the Authority at the same work site, only the first parent requesting will be entitled to leave under this provision. At the discretion of the Department Director(s), the Authority will allow both parents to take leave under this provision.

SECTION 14. JURY DUTY

It shall be the general rule to excuse employees of the Authority from regular responsibilities of their positions when called for jury duty for a period not exceeding 15 working days. No employee shall be disciplined or separated as a result of jury duty service. An employee who is summoned to serve on a jury must notify his or her supervisor or program manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. The time spent off the job by the full-time, regular employee while actually serving on jury duty under the supervision of the court shall be compensated on a straight

time basis, limited to the employee's normal workday schedule. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee excused from jury duty prior to the completion of his/her normal workday must return to work. All per diem reimbursement paid the employee by the court shall be endorsed to the Authority. It shall be the duty of the employee requesting compensation under this provision to present court verification of time and dates of such employee's jury duty. Failure to provide court verification of jury duty attendance for each day and any reimbursement of the court per diem to the Authority shall be cause for the Authority not to compensate the employee for jury duty.

SECTION 15. WITNESS LEAVE

This section applies to all Authority employees.

A. Subpoena.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her Tri-City job duties will do so without loss of compensation. The time spent will be considered work time. The Authority will offset the amount from pay the employee receives for witness fees.

B. Exception for Employee-Initiated or Non-Authority Related Lawsuits.

An employee who is subpoenaed to appear or who appears in court in a matter unrelated to his or her Authority job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

SECTION 16. TIME OFF FOR VICTIMS OF VIOLENT CRIMES, STALKING OR DOMESTIC VIOLENCE

This section applies to all Authority employees.

A. Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the Authority a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

B. Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or

from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

C. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off.

D. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the Authority within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

SECTION 17. ADMINISTRATIVE LEAVE

This section applies to all Authority employees.

~~The Authority has the right to place an employee on leave at any time with full pay. An employee may be placed on administrative leave pending investigation of misconduct, potential disciplinary action, or other reasons that the Human Resources Manager, in his/her discretion, believes warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal if placed on paid administrative leave.~~The Authority has the right to place an employee on leave at any time with full pay. Under authority delegated by the Executive Director, Human Resources or other designated management may place an employee on administrative leave pending investigation of misconduct, potential disciplinary action, or other operational or personnel circumstances that reasonably warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal solely from placement on paid administrative leave.

RULE VII. EMPLOYEE DEVELOPMENT

SECTION 1. TRAINING

This section applies to all Authority employees.

A. Responsibility.

The responsibility for developing Authority-wide training programs for employees shall be assumed jointly by the Human Resources Department and department directors/managers. Training programs may include lecture courses, demonstrations, attendance at conferences, assignment of reading material, or such other programs as may be available for the purpose of improving the efficiency and broadening the knowledge of employees in the performance of their duties and responsibilities.

B. Orientation.

All new employees will be scheduled for the New Employee Orientation on their first day of hire, in order to receive an introduction to Authority employment. Representatives from each department will give an overview of how their department operates and how the various programs are integrated into their work. This includes an introduction to Tri-City, Revenue, review of the Recovery Model, Quality Assurance, Collaborative Documentation, information on the Wellness Authority and our Outreach programs. In addition, the new hire will receive HIPAA, Privacy and Security training, Safety training and information on Tri-City policies and procedures. During this period, employees will also be asked to complete new-hire forms and documents necessary to complete the hiring process and receive their Employee ID badge.

C. Mandatory All Staff Trainings.

1. All new hires will be assigned the following mandatory staff trainings. These trainings must be completed by the end of the employee's probationary period (with the exception of Sexual Harassment) and then annually as required. Certificates of Completion will be maintained in the HR Department on each employee.

    a. Bloodborne Pathogens
    b. Boundaries
    c. Community Resiliency Model (CRM) Non-Clinical staff
    d. Trauma Resiliency Model (TRM) Clinical staff
    e. Crisis Prevention Institute (CPI) Non-violent Crisis Intervention Training
    f. Cultural Diversity (Competency)
    g. Mental Health First Aid (MHFA)
    h. Motivational Interviewing (MI)
    i. Sexual Harassment for Employees (Must be completed within the first 30 days of hire)
    j. Sexual Harassment for Supervisors in California (Must be completed within first 30 days of hire)
    k. Adverse Childhood Experiences (ACEs)
    l. Human Trafficking: Sexual Exploitation

2. All existing staff will be assigned the following mandatory staff trainings. These staff should have completed all new hire trainings as listed in section C(I). Human

Resources will notify all employees and their supervisors of any incomplete training assignments. Certificates of Completion will be maintained in the Human Resources Department on each employee.

a. Bloodborne Pathogens – annually
b. Cultural Diversity (Competency) - annually
c. HIPAA Privacy - annually
d. Sexual Harassment for Supervisors in California – bi-annually
e. Sexual Harassment for Employees in California – bi-annually

RULE VIII. SEPARATION

SECTION 1. RESIGNATION

Executive Management employees are excluded from this section.

An employee wishing to leave in good standing shall file a written resignation with his/her supervisor at least two (2) calendar weeks before leaving service, unless, because of extenuating circumstances, the supervisor agrees to permit a shorter period of notice. The written resignation shall be immediately forwarded to Human Resources. The filing of the written resignation with the supervisor shall be deemed official notice to and acceptance by the supervisor. Once a written resignation is tendered, the resignation may not be withdrawn by the employee without the consent of the supervisor. Once a resignation has been tendered, the Authority reserves the right to release the employees from duty at their discretion. The resignation of an employee who fails to give notice may be cause for denying future employment by the Authority. Payment for hours worked up to the resignation date will be paid at the next scheduled pay date.

All assigned Authority property and/or equipment in their possession or control must be returned on or before the last day of employment. This includes keys, employee identification badges, cell phones and other materials provided by the Authority.

All employees leaving the Authority service will be encouraged to participate in an exit interview. At the exit interview, employees will be advised of their rights on benefits and insurance. Employees will be given an opportunity to discuss their views on the Authority, their department, training, and other subjects upon which they would like to comment.

SECTION 2. RETIREMENT SYSTEM / RETIREMENT

This section applies to all Authority employees.

Regular full-time employees of the Authority or part-time employees employed over 1000 hours in a fiscal year, as a condition of employment shall become members of the California Public Employee's Retirement System (CalPERS), in accordance with the existing legislation governing retirement. The Authority participates in the two percent (2%) at 62 Plan for those hired on or after January 1, 2013. Employees hired prior to January 1, 2013 participate in the 2% at 55 plan. Employees contemplating retirement should contact Human Resources at least 90 days prior to their anticipated retirement date.

SECTION 3. LAYOFF PROCEDURES

This section applies to all full-time, regular Authority employees.

A. ~~The Authority may layoff any employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. This is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Authority determines that a reduction in the work force is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.~~The Authority may lay off employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. Governing Board approval is required when a reduction in force entails elimination of a program, material organizational restructuring, elimination of a classification, or a material amendment to the adopted budget. Within Governing Board-approved policy and budgetary authority, the Executive Director is authorized to determine and implement individual position and employee impacts in accordance with these Rules. A layoff is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Authority determines that a reduction in the workforce is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.

B. Whenever possible, employees to be laid off shall be given at least 30 calendar days prior notice. The employee shall be advised in writing by the Human Resources Department of any and all rights available to employees scheduled to be laid off.

C. Employees in the classification, program, and/or department that have been reduced will be laid off in accordance with their classification, seniority, funding, grant and/or special project training. When two or more employees have relatively equal skills, qualifications and ability to perform the work without further training, the employee(s) with the least seniority in the affected classification will be laid off first.

SECTION 4. EXTENDED BENEFITS – COBRA

This section applies to all eligible Authority employees.

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for the temporary continuation of health care coverage. COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after

the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight [8] months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

RULE IX. DISCIPLINE

SECTION 1. DISCIPLINARY AND APPEALS PROCEDURES

A. Excluded Positions.

The disciplinary and appeals procedures set forth in this section do not pertain to Executive Management and employees that are specifically excluded from the competitive service as listed in Rule II, Section 1 of these rules and regulations. In addition, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

B. Notification and Approval of Department Directors

The Supervisor must notify and receive approval from the appropriate Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, and Medical Director) and HR prior to proposing or imposing any personnel action or discipline as it pertains to Rule IX of these Rules and Regulations.

C. Basis For Disciplinary Action.

The tenure of employment at the Authority shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with due consideration of the employee's performance record. Although not an all-inclusive list, the following are examples of infractions which will result in disciplinary action up to, and including, dismissal:

1. Dishonesty – Including, but not limited to, falsification of records, billing claims, or timesheets, willful omission of information, misrepresentation of a material fact, etc.

2. Theft.

3. Unsatisfactory job performance, incompetence, inefficiency or negligence in the performance of duties, including failure to perform assigned task or failure to discharge duties in a prompt, competent and responsible manner.

4. Intemperance.

5. Discourteous or offensive treatment of the public or other employees.

6. Failure to cooperate with employee's supervisor or fellow employees.

7. Disobedience, insubordination or insulting or demeaning the authority of a supervisor or manager.

8. Reporting to work under the influence of drugs, controlled substances or alcohol or possessing, transferring, selling or using drugs, controlled substances or alcohol in Authority offices, vehicles, work areas, or on Authority property during work hours including paid or unpaid break periods.

9. Unexcused absence.

10. Excessive and/or patterned absenteeism or tardiness.

11. Violation of any Authority Personnel Rule or Regulation or Authority Policy and Procedure, including but not limited to those contained in this manual.

12. Violations of rules, regulations, orders, or directives established by a supervisor.

13. Conviction of a felony that has a nexus to the employee's job duties. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

    Human Resources may, in its sole discretion, take disciplinary action upon the conviction of the offense, when the time for appeal has elapsed, or when order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of section 1203.4 of California Penal Code allowing such person to withdraw his/her plea and enter a plea of not guilty, or setting aside a verdict of guilty, or dismissing the accusation or indictment.

14. Misuse, abuse or unauthorized use of Authority property, including, but not limited to physical property, tools, equipment, Authority communications systems, Authority vehicles, intellectual property or certifications.

15. Mishandling of public funds.

16. Substandard job performance.

17. Disciplinary action by a licensing board in connection with a job related license.

18. Verbal or physical abuse and/or harassment.

19. Failure to submit timesheets in a timely manner.

20. Failure to meet established productivity standards.

21. Failure to comply with service documentation standards, including failure to possess, keep in effect, or report loss of any license, certificate or other similar requirement specified in the employee's job description.

22. Breach of Acceptable Use Agreement for improper use of Authority Information Technological equipment.

23. Unauthorized disclosure or release of health information[1] that relates to any individual served by the Authority.

24. Use of leave in a manner not authorized or provided for pursuant to Authority policies.

25. Unapproved outside employment or activity that violates the Authority's policy, or other enterprise that constitutes a conflict of interest with service to the Authority.

26. Any conduct that impairs, disrupts, or causes discredit to the Authority, the employee's Authority employment, to the public service, or other employee's employment.

27. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.

28. Failure to comply with OSHA Safety Standards and Authority safety policies.

29. Working overtime without prior authorization or refusing to work assigned overtime.

30. Carrying firearms or other dangerous weapons on Authority premises at any time, unless authorized to do so.

31. Horseplay or fighting.

32. Abuse of Company Time – excessive time spent on non-work related issues, including internet/phone usage and/or socializing.

33. Retaliation - It is illegal and inappropriate to retaliate against any person who has participated in complaining or providing information regarding allegations of misconduct.

D. Types of Discipline.

The types of personnel actions or discipline, which may be taken, in reverse order of severity, are (dismissal, demotion, reduction in step within a range, suspension, and written and verbal reprimand):

1. *Dismissal*. The discharge of an employee from the Authority service. Documents related to discharge shall become a part of an employee's personnel file when the

[1] "Health Information" means any information, whether oral or recorded in any form or medium that: (a) is created or received by Tri-City Mental Health Authority; and (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future for the provision of health care to an individual. (45 CFR Part 164.530 (e) (i))

discipline becomes final. A discharged employee is entitled to prior written notice and appeal as provided herein.

2. *Demotion*. Demotion without consent as a disciplinary action shall be reduction in classification or rank to a lower classification or rank with reduction in salary. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.

3. *Reduction in Salary*. The reduction of pay within the salary range. The maximum reduction in pay that may be given for any one disciplinary action shall be ten percent (10%) within the range for that class. Reduction in pay shall become effective on the first day of the pay period following the effective date of the disciplinary action. Reduction may be made on a regular or temporary basis. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.

4. *Suspension.* Any person holding the position of employment in the competitive service shall be subject to disciplinary suspension without pay not to exceed 30 cumulative days in a 12 month period. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.

5. *Written Reprimand*. An official notification in writing by the immediate supervisor to the employee that there is cause for dissatisfaction with his/her performance or behavior and that further disciplinary action may be taken if the cause is not corrected. Written reprimand shall be made a part of the employee's official personnel record and may not be appealed. The employee has the right to have a written response attached to the reprimand in the employee's personnel file if the response is submitted to the Human Resources Department within ten (10) working days of the date the reprimand was received.

6. *Verbal Reprimand*. An oral warning or statement of dissatisfaction with employee's performance or behaviors. A verbal reprimand will be memorialized in writing and retained in the supervisor's file until the completion of the evaluation year and documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand may not be appealed under this policy. Aside from the performance evaluation, no record of the verbal reprimand is placed in the employee's personnel file unless subsequent more severe disciplinary action is taken.

E. Procedures For Discipline.

Respective levels of disciplinary actions will be imposed based upon the seriousness of the employee's disciplinary problem. However, a higher level of disciplinary action may be imposed for serious violations of policy, repeated or chronic minor offenses which have resulted in previous lower level disciplinary action, or based upon a history of repeated offenses discovered by the supervisor.

1. *Verbal Reprimand*. The supervisor will notify the employee of the specific performance and/or behavioral deficiencies and the efforts to be undertaken

to correct them. Following the verbal reprimand the supervisor will submit a memorandum to the employee which documents the matters discussed, the employee's response and the understanding reached. The memorandum shall include a statement that this memorandum will not be included in the employee's personnel file unless the matters of concern are not satisfactorily resolved and more severe disciplinary action is subsequently taken.

3. *Written Reprimand*. When a written reprimand is given it shall be in writing. The immediate supervisor shall give the employee a copy and forward a copy to Human Resources for retention in the employee's official personnel file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations for change by the employee, how the supervisor will assist, and notice of further action in the event that a change by the employee does not occur.

Employee's Response and Opportunity to Respond to Written Reprimand. Written reprimands may not be appealed. Full-time regular employees who have received a written reprimand may present a written response to the reprimand and have the written response placed in the personnel file.
Any written response must be submitted to the Human Resources Department within ten (10) working days of receipt of the written reprimand to be included in the employee's personnel file.

4. *Skelly Process*. Pre-Disciplinary Procedure for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

a. **Notice of Intent to Discipline**. The employee will be provided a written notice of intent to discipline that contains the following:

   ii. The level of discipline intended to be imposed;

   iii. The specific charges upon which the intended discipline is based;

   iv. A summary of the facts upon which the charges are based;

   v. A copy of all materials, reports, or documents upon which the intended discipline is based;

   vi. Notice of the employee's right to respond to the charges within five (5) working days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;

   vii. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and

   viii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

b. **Employee's Response and the Skelly Conference**.

   i. If the employee requests an informal conference timely (within five (5) working days from the date of the Notice of Intent) to respond orally to the charge(s), the conference must be scheduled at least seven (7) working days from the

date of the employee's official request. The conference will be an informal meeting with the supervisor and Human Resources, at which the employee has an opportunity to rebut the charges against him or her and/or present any mitigating circumstances, and shall have the right to representation. This is not intended to be an adversarial hearing. The employee will not have the opportunity to cross examine the Authority nor to present a formal case in opposition to the proposed discipline.
The supervisor will consider the employee's presentation before any final decision is made on the proposed disciplinary action.

ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the decision on whether disciplinary action shall be made without any response from the employee.

c. **Final Notice of Discipline**.

i. Before issuing the final notice, the immediate supervisor shall consult with the Human Resources Department, and at Human Resources discretion, may also consult with legal counsel. Within ten (10) working days of receipt of the employee's timely written response, within ten (10) working days of the informal conference, or within ten (10) working days after the expiration of the employee's time to respond to the Notice of Intent, whichever comes last, the immediate supervisor, with the approval of the Human Resources Department, will:

(1) Dismiss the notice of intent and take no disciplinary action against the employee,

(2) Modify the intended disciplinary action, or

(3) Impose the disciplinary action as originally proposed.

ii. In any event, the supervisor will prepare and provide the employee with a notice that contains the following:

(1) The level of discipline, if any, to be imposed and the effective date of the discipline;

(2) The specific charges upon which the discipline is based;

(3) A summary of the facts upon which the charges are based;

(4) A copy of all materials, reports, or documents upon which the discipline is based; and

(5) A statement of the nature of the employee's right to appeal and the deadline to appeal.

F. Evidentiary Appeal Procedure Following Disciplinary Action for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

1. *Employee's Right to Appeal*. A regular, for-cause employee may appeal the final notice of discipline in the form of suspension without pay, demotion, reduction in pay, or discharge by delivering a written answer to the charges and a request for appeal to the Human Resources Manager or designee, who will forward the appeal to the Executive Director. The written answer and request for appeal *must be received* no later than five (5) working days from:

   a. receipt of the final notice of discipline; or

   b. the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. If the employee fails to timely submit a written request for appeal, the employee's right to appeal is waived and the action of the Authority shall be considered conclusive and shall take effect as prescribed.

2. *Date and Time of the Appeal Hearing*. Once the Appeal Hearing Officer has been designated, the Executive Director will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Executive Director may dismiss the appeal.

3. *Hearing Officer*. In his or her sole discretion, the Executive Director may:

   a. Serve as the Hearing Officer and choose to hear the evidentiary appeal directly, or

   b. He or she may authorize the Authority's retention of an independent, mutually agreeable, Hearing Officer to hear the appeal and make a recommendation to the Executive Director.

      Should a Hearing Officer be retained, the Hearing Officer's decision shall be advisory only. The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee. The decision of the Executive Director shall be final and conclusive administrative action.

4. *Identification of Issues, Witnesses and Evidence*. Not later than ten (10) days prior to the appeal hearing, each party will provide each other and the Hearing Officer with a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit.

5. *Conduct of the Appeal Hearing*.

   a. **Subpoenas**. The Executive Director has authority to issue subpoenas in the name of the Authority prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. Tri-City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

      Tri-City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless Tri-City agrees to a different arrangement.

   b. **Continuances**. The Hearing Officer may continue a scheduled hearing only upon good cause shown.

   c. **Record of the Proceedings**. All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/ her/ its own copy of a transcript.

   d. **The Hearing Officer's Authority During the Hearing**. The Hearing Officer has the authority to control the conduct of the hearing and to recommend to the Executive Director to affirm, modify, or revoke the discipline.

   e. **Conduct of the Hearing**.

      i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Hearing Officer decides is the most conducive to determining the truth.

      ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

      iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.

      iv. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil litigation.

      v. Irrelevant and unduly repetitious evidence may be excluded by the Hearing Officer.

vi. The Hearing Officer shall determine relevance, weight and credibility of testimony and evidence.

vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.

viii. All witnesses shall be administered the oath to testify truthfully prior to testifying at the hearing. The Hearing Officer or the court reporter shall request each witness to raise his or her right hand and respond to the following: "Do you swear or affirm that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?

f. **Burden of Proof at the Hearing**. The Authority has the burden of proof of the factual charges by a preponderance of the evidence.

g. **Right to Due Process**. The employee shall have the following due process rights during the hearing:

ii. The right to be represented by legal counsel or another chosen representative, at his or her own expense;

iii. The right to call and examine witnesses on his or her behalf;

iv. The right to introduce evidence;

v. The right to cross-examine opposing witnesses on any matter relevant to the issues;

vi. The right to impeach any witness regardless of which party first called him or her to testify; and

vii. The right to rebut evidence against him or her.

h. **Hearing to be Closed to the Public**. The hearing will be closed to the public unless the employee requests that it be open.

i. **Presentation of the Case**. The parties will address their remarks, evidence, and objections, to the Hearing Officer. All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or of the Hearing Officer.

The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Hearing officer directs otherwise:

i. The Department shall be permitted to make an opening statement.

ii. The employee shall be permitted to make an opening statement.

iii. The Department shall produce its evidence.

iv. The employee shall produce his or her evidence.

v. The Department, followed by the employee, may offer rebuttal evidence.

vi. Closing arguments of not more than 20 minutes by each party shall be permitted at the discretion of the Hearing Officer. The Department shall have

the right to argue first, the employee may argue second, and the Department may reserve a portion of its argument time for rebuttal.

j. **Written Briefs by the Parties**. The Hearing Officer or the parties may request the submission of written briefs. The Hearing Officer will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

i. Written Findings and Decision.

(1) **Independent Hearing Officer**. The Hearing Officer shall render a statement of written findings and recommendation to the Executive Director. The Hearing Officer's decision shall be advisory only.

The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee.

The Executive Director shall review the Hearing Officer's findings and issue a final decision within 30 days after he or she receives the Hearing Officer's findings. The Executive Director's decision shall be conclusive, final and binding administrative action.

(2) **Executive Director**. If the Executive Director heard the appeal directly, he or she shall render a statement of written findings and decision within 30 days after the hearing has been completed and the briefs, if any, have been submitted. The Executive Director's decision is conclusive, final and binding administrative action.

k. Proof of Service of the Written Findings and Decision. The Executive Director shall send his or her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. It shall be the responsibility of the employee to inform the Executive Director of his/her address. Copies shall also be distributed to the Human Resources Supervisor or Manager.

l. Statute of Limitations. The Executive Director's written findings and decision is final administrative action. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to file a petition for writ of mandamus with the Superior Court, County of Los Angeles.

RULE X. RECORDS

SECTION 1. PERSONNEL FILE

A. Official File.

The Human Resources Department shall maintain the "official" personnel file for each employee. Information contained in these files shall include classification title, the department to which assigned, salary, changes in employment status, disciplinary actions, performance evaluations, commendatory materials, and such other information as is required by law or that may be considered necessary and relevant to the administration of Tri-City's personnel program. Personnel files are the property of Tri-City, and access to the information they contain is restricted to protect employee privacy interests.

1. Every appointment, transfer, promotion, demotion, change of salary rate, and other temporary or permanent changes in status of employees shall be reported to Human Resources for the employee, and shall be retained in the employee's "official" personnel file in the Human Resources Department.

B. Update of File.

It shall be the responsibility of each employee to keep his/her supervisor/manager notified (in writing) concerning any changes in his or her contact and benefits information, including: number and names of dependents, correct mailing address, telephone number, and the person to be contacted in case of an emergency.

C. Medical Information.

1. *Separate Confidential Files*. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state and federal law.

2. *Information in Medical Files*. Tri-City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable Tri-City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.
3. *Access to Medical Information*. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Tri-City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. Tri-City will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. Tri-City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, Tri-City will communicate those limitations to the person or entity to which it discloses the medical information.

D. References and Release of Information in Personnel Files.

1. *Public Information*. Upon request, Tri-City will release to the public information about its employees as required by the Public Records Act. Tri-City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.

2. *Reference Checks*. All requests from outside Tri-City for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form attached to this rule, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors shall not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Department on a case-by-case basis.

3. *Medical Information***.** Medical information will be released only in accordance with subsection C above.

E. Employee Access to Personnel File.

1. *Inspection of File*. A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records one time per year provided that the record is still being maintained. Personnel files will be destroyed five years after the employee separates from the Authority as in accordance with the law. If an employee wishes to view his/her personnel file, he/she will schedule an appointment with Human Resources, or designee. The review must be done in the presence of an employee of the Human Resources Department.

2. *Copies*. A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the Human Resources Department in writing. The Authority may charge a fee for the actual cost of copying.

3. In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The Human Resource Department will notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.

4. Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

(End of Document)

PERSONNEL RULES AND REGULATIONS

<u>Revised</u>:

October 21, 2026

Effective October 21, 2026

Supersedes All Previous Versions of Authority's Personnel Rules and Regulations, Policy and Guidelines

Administrative Office
1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788

Clinical Office
2008 N. Garey Avenue
and
1900 Royalty Drive
Pomona, CA 91767-2722

Wellness Center
1403 North Garey Avenue
Pomona, CA 91767

MHSA Office
2001 N. Garey Ave
Pomona, CA 91767-2722

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Tri-City Mental Health Authority

Personnel Rules and Regulations

RULE I. INTRODUCTORY STATEMENT

As a public behavioral health system of care, Tri-City Mental Health Authority (the Authority or Tri-City) recognizes that employees (human resources) are the Authority's greatest assets. These Personnel Rules and Regulations establish the Governing Board-adopted framework for management of the Authority's personnel system. Material amendments to these Rules and Regulations require Governing Board approval. Except for matters expressly reserved to the Governing Board, the Executive Director is authorized to administer, interpret, and implement these Rules and Regulations and may delegate administrative responsibilities to Human Resources and other management personnel. The Executive Director may adopt, amend, or rescind supplemental administrative policies, procedures, work rules, forms, guidelines, and practices necessary to implement these Rules, provided such actions do not materially alter employee rights, compensation or benefit structures, Governing Board authority, material fiscal commitments, or the substantive intent of these Rules.

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

Please read this booklet carefully and keep it for future reference.

These rules and regulations shall supersede any prior personnel rules and regulations and became effective upon approval by the Governing Board on October 20, 2026.

SECTION 1. AUTHORITY AND ADMINISTRATION OF RULES

The Governing Board adopts these Personnel Rules and Regulations and retains authority over: (1) adoption and material amendment of these Rules; (2) appointment, compensation, evaluation, discipline, and separation of the Executive Director; (3) establishment or material modification of employee classifications, salary ranges, compensation systems, and benefit structures; (4) adoption of the Authority's budget and material changes to authorized staffing or organizational structure; (5) establishment or material modification of employee grievance, disciplinary appeal, or other substantive employment rights; (6) material reductions in force, program eliminations, or reorganizations requiring Governing Board budgetary or policy action; and (7) any matter required by law, the Joint Powers Agreement, Governing Board resolution, or these Rules to be approved by the Governing Board.

Except for matters expressly reserved to the Governing Board, the Executive Director has authority to administer the personnel system of the Authority, including hiring, appointment, assignment, transfer, promotion, evaluation, compensation within Governing Board-approved ranges, discipline, separation, leave administration, workplace operations, implementation and interpretation of these Rules, and adoption of administrative policies and procedures necessary to carry out these Rules. The Executive Director may delegate these responsibilities to Human Resources, executive management, department directors, managers, supervisors, or other appropriate staff. The Executive Director's authority shall be exercised consistent with applicable law, the Joint Powers Agreement, these Rules, Governing Board policy, Board-approved salary and benefit structures, and the adopted budget. Administrative changes that do not materially alter employee rights, compensation, benefits, Governing Board authority, material fiscal commitments, or the substantive

intent of these Rules do not require separate Governing Board approval.

For purposes of these Rules, a "material amendment" means a change that creates, eliminates, or materially modifies an employee right or entitlement; changes a salary range, benefit structure, disciplinary or appeal right; establishes a material fiscal commitment; changes Governing Board-retained authority; or materially alters the Authority's organizational or classification structure. Administrative updates include changes to forms, titles, department references, internal routing, procedures, technology systems, statutory or regulatory citations, clerical matters, and other implementation details that do not have those substantive effects.

Supplemental personnel policies adopted under delegated authority are subordinate to these Rules. The Executive Director or designee may revise such policies to conform to changes in law or to improve administrative implementation without Governing Board approval, provided the revision does not materially expand or reduce employee rights or benefits or otherwise affect a matter reserved to the Governing Board.

RULE II. GENERAL PROVISIONS

SECTION 1. OFFICERS AND EMPLOYEES TO WHICH RULES AND REGULATIONS ARE APPLICABLE

These rules and regulations shall apply to all full-time (40 hours per week) employees holding offices, positions, and employment in the competitive service of the Authority except those employees or groups excluded below or where the rules and regulations specifically provide otherwise. Unless otherwise specified, excluded employees and groups are:

A. Members of the Governing Board;

B. Members of the Mental Health Commission and appointed committees;

C. Persons engaged under contract to supply expert, professional or technical services for a definite period of time;

D. Volunteer personnel including those who receive no regular compensation from the Authority;

E. Employees in the Executive Management Service. Positions presently included in this status are: Executive Director, Chief Financial Officer, Chief Program Officer, Chief Administrative Officer, Chief Compliance Officer, and Medical Director;

F. Psychiatrists;

G. Part-Time Employees;

H. Temporary Employees.

Individuals in the categories listed above are not included in the competitive service to which these rules and regulations apply, but rather serve in an at-will status at the pleasure of the appointing authority. Such individuals have no property right in continued employment, are prohibited from the attainment of regular employment status, have no entitlement to pre-disciplinary rights or procedures, and are specifically excluded from disciplinary administrative appeal procedures contained in these rules and regulations.

SECTION 2. DEFINITION OF TERMS

All words and terms used in these rules and regulations and in any resolution dealing with personnel policies and procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

"ADMINISTRATIVE LEAVE" means leave approved by the Executive Director for special situations for which ordinary leaves such as annual/vacation, sick/medical, holiday, jury duty, and bereavement do not apply. Included, but not limited to, is substituted time off granted to FLSA "exempt" employees for pre-approved hours worked beyond the normal workweek.

"ADVANCEMENT" means a salary increase within the limits of the pay range established for classes provided by resolution.

"ALLOCATION" means the assignment of a single position to its proper class in accordance with the duties exercised, and the educational and experience requirements; or, the assignment of a class to a salary range or rate.

"ANNIVERSARY DATE" means date of initial appointment of an employee. (Also See Salary Anniversary Date)

"APPOINTING AUTHORITY" means the Executive Director, except as to the Executive Director where the Governing Board is the appointing authority, or another officer or management employee to whom the Executive Director has delegated authority to fill positions in the competitive service or administer discipline.

"APPOINTMENT" means the employment of a person in a position.

"AT-WILL" means employment at the pleasure of the appointing authority. Individuals employed in an at-will status do not serve a probationary period, have no property right in continued employment, have no entitlement to pre-disciplinary rights or procedures, and are excluded from termination administrative appeal procedures.

"BASE SALARY" means the salary range and rate established in a salary resolution by the Governing Board exclusive of any overtime, shift differential, incentive, or other type of premium pay an employee may receive.

"CALL BACK DUTY" occurs when an employee is unexpectedly ordered by his/her department to return to duty, following the completion of his/her normal work shift or work week, because of unanticipated work requirements.

"CLASS" means all positions sufficiently similar in duties, authority, responsibilities, and minimum qualifications grouped for the equitable application of common standards of selection and compensation.

"CLASSIFICATION PLAN" means the Governing Board-approved framework of classifications and associated salary ranges. Human Resources, under the direction of the Executive Director, prepares and maintains class specifications and may make nonmaterial administrative updates that do not create a new classification, materially change the nature of a classification, or alter a Governing Board-approved salary range.

"CLASS SPECIFICATIONS" means a written description of a class, setting forth the essential characteristics, functions, and requirements of the positions in the class.

"COMPENSATORY TIME OFF" means time taken off, with pay, from work in lieu of overtime pay.

"COMPETITIVE SERVICE" means all positions in the Authority service except those specifically excluded by these rules. Those excluded positions (listed in Rule II, Section 1 "Officers and Employees to Which Rules and Regulations are Applicable") serve in an at-will status at the pleasure of the appointing authority.

"CONTINUOUS SERVICE" means the employment without a break or interruption in the competitive service. A break or interruption in continuous service shall be construed as an absence of the employee from his/her employment initiated by either the Authority or the employee for periods of time of more than six consecutive months in an unpaid status.

"DEMOTION" means the voluntary or involuntary reduction of an employee from a position in one class to a position in another class having a lower maximum base salary rate and less responsible duties and/or less job qualifications.

"DISCIPLINE" generally means an action taken against an employee such as a verbal or written reprimand, suspension from work without pay, demotion, reduction in pay or discharge to correct performance deficiencies.

"DISCRIMINATION" (See Definition under Rule II, Section 6, Page 12.)

"DISMISSAL" means the involuntary separation of an employee from the Authority's service.

"DOMESTIC PARTNER" includes those persons who are legally registered as domestic partners with the California Secretary of State and who meet the minimum requirements set forth in California Family Code section 297.

"ELIGIBLE" means a person who may be appointed to a vacant position in the competitive service as provided by these rules.

"ELIGIBILITY LIST" means a list of names of persons who have been examined/interviewed for a position in the competitive service and who have passed and are ranked on the list based on the score received.

"EXEMPT CLASSES" means those classes of positions that, by the nature of the job requirements, do not earn overtime. These classes include management and confidential classes that have been determined to be ineligible for overtime compensation as exempt classifications under the Fair Labor Standards Act (FLSA).

"FULL-TIME POSITION" means a position in the competitive service of the Authority which requires at least 40 hours of work per week for employees employed after June 1, 1990.

"GRIEVANCE" (See Definition under Rule II, Section 8, Page19)

"HARASSMENT" (See Definition under Rule II, Section 6, Page 12)

"LAYOFF" means the separation of an employee from Authority service for reasons of economy or reductions or elimination of Authority services.

"MERIT SALARY INCREASE" means the increase of an employee's salary within the salary range established for the class of position he/she occupies based on job performance in such position.

"OVERTIME" means written pre-approved time which an interim, probationary, or regular non-exempt employee is required to work in excess of the regular maximum number of hours prescribed for a full-time employee in that classification in a work period as described in these rules and regulations.

"PART-TIME POSITION" means a position having a work week of fewer hours than the work week established for full-time positions or a position compensated at a straight hourly rate and receiving only those benefits mandated by state or federal law. Part-time employees may not attain regular employment status and are at-will employee.

"POSITION" means a combination of duties and responsibilities assigned to a specific employment description, whether occupied or vacant, carrying certain duties by an individual on either a full-time or part-time basis.

"PROBATIONARY APPOINTMENT" means the probationary employment of an eligible candidate in a full-time position. A probationary appointment is for a specified working test period, during which job performance is evaluated as a basis for a subsequent regular appointment or dismissal without right of appeal. Part-time employees are not eligible for probationary appointments as they are prohibited from attaining regular employment status.

"PROBATIONARY EMPLOYEE" means a full-time employee who has a probationary appointment serving a probationary work test period for a regular position in a classification in which he/she is currently employed.

"PROBATIONARY PERIOD" means a working test period that is part of the selection process and during which time a full-time employee is required to demonstrate his/her fitness for the duties of the position to which he/she has been assigned by actual performance of such duties. The term "initial probationary period" means an employee's first probationary period during his/her continuous Authority employment. Promotion to a new position results in the commencement of a probationary period in the higher class.

"PROMOTION" means the advancement of an employee from a position in one classification to a position in another classification having a higher level of duties, responsibilities, qualifications and a higher maximum rate of pay.

"PROVISIONAL/INTERIM APPOINTMENT" means the appointment of a person to a classification in the Authority service on an interim basis during which that person will continue to occupy the position from which he/she was appointed for a period of six (6) months and may be extended by mutual agreement of the parties. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year (See Definition under Rule IV, Section 10, Page 45)

"RECLASSIFICATION" means the reassignment of a position from one class to a different class in accordance with a reevaluation of the minimum qualifications, duties, and responsibilities of the position. A reclassification is not a punitive action and does not apply when duties are voluntarily assumed by the employee. A reclassification shall not be used as a means to circumvent the promotion procedure. A reclassification can occur only when budget authority exists for a position in a different class.

"REDUCTION" means a salary and/or classification decrease for an employee, generally associated with a disciplinary action.

"REGULAR EMPLOYEE" means an employee who has successfully completed the initial probationary period and who regularly works a minimum of 40 hours per week. Such an employee shall become a full-time regular employee and shall be entitled to all the benefits provided herein.

"REINSTATEMENT" means the reappointment of an employee to a position in the same or comparable class within six (6) months of his/her resignation in good standing provided a position is available. Credit shall be granted for prior service in terms of the level of benefits accrued and seniority. A reinstated employee shall serve a new probationary period.

"REJECTION" means the involuntary separation from Authority service of an employee who has not successfully completed his/her probationary period or the reduction of an employee who did not successfully complete his/her probationary period in a promotion to a position in a different class in which he/she had previously acquired regular status.

"RESIGNATION" means the voluntary separation of an employee from Authority service. An employee wishing to leave in good standing shall file a written notice of intent to resign his/her position. The employee shall give at least two (2) calendar weeks' notice of intention to leave the service, unless the supervisor consents to the employee leaving sooner. (See Rule VIII, Section 1, Page 73)

"RETALIATION" (See Definition under Rule II, Section 6, Page 12)

"SALARY ANNIVERSARY DATE" means the future date on which an employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the class of position he/she occupies. (Also See Anniversary Date on Page 50.

"SALARY PLAN" means the assignment by the Governing Board resolution of salary ranges and/or salary rates to each class.

"SALARY RANGE" means the minimum and maximum salary rates for a class as established by resolution of the Governing Board.

"SALARY RATE" means the dollar amount assigned within a salary range.

"SCHEDULED PAID HOLIDAY" means an eight (8) hour paid holiday for full time staff.

"SENIORITY" means length of full-time employment service with the Authority.

"SPOUSE" is defined by California law, but generally indicates a person with whom there is a legal marriage and/or other legally sanctioned relationship.

"SUSPENSION" means the temporary and involuntary separation of an employee, for a specified period of time, from the service, without pay, for disciplinary purposes.

"TEMPORARY APPOINTMENT" means an appointment to a position for a period of six months or less which may be extended by the Executive Director for a maximum of an additional six months.

"TEMPORARY EMPLOYEE" means a person who has been appointed to a position for a limited period.

"TEMPORARY POSITION" means a full-time or part-time position of limited duration.

"TERMINATION" means the separation of an employee from Authority service due to layoff, retirement, resignation, dismissal, or death.

"TITLE," "CLASS TITLE," "TITLE OF CLASS" means the official name applied to a class and to each position allocated to the class and to the incumbent of each position.

"TRANSFER" means a change of an employee from one position to another position in the same classification or in another classification having the same maximum salary rate, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

SECTION 3. HUMAN RESOURCES DEPARTMENT - POWERS AND DUTIES

Under the direction and delegated authority of the Executive Director, the Human Resources Department, its designee, or an agency employed for that purpose, shall:

A. Prepare proposed amendments to these Rules and Regulations for review by the Executive Director and, when material or otherwise requiring Governing Board action, recommendation to the Governing Board.

B. Prepare proposed salary and compensation plans and revisions for review by the Executive Director and Chief Financial Officer and, when Governing Board approval is required, for recommendation to the Governing Board.

C. Be responsible for administration of the following procedures within the framework of these rules and regulations.

1. The formulation of specifications for each class of position in the competitive service of the Authority.

2. The allocation of positions to class in the competitive service on the basis of duties, responsibilities, and requirements.

3. The public announcement of vacancies and examinations and the acceptance of applications for employment.

4. The preparation and conduct of examinations/interviews and the establishment and use of eligibility lists containing names of persons eligible for appointment.

5. The certification and appointment of persons from eligibility lists to fill vacancies and the making of temporary and emergency appointments.

6. The evaluation of employees during the probationary period and periodically thereafter.

7. The transfer, promotion, demotion, discipline, and re-employment of employees in the competitive service.

8. The setting of hours of work, attendance and leave regulations, and working conditions.

9. The promotion of employee morale, welfare, training, and safety.

10. The voluntary and involuntary separation of employees from the competitive service.

11. The maintenance and use of necessary records and forms, including payroll certification.

12. The establishment and maintenance of suitable methods of effective communication between employees and their supervisors; between employees and the Executive Director; and between employees and the Governing Board, relating to conditions of employment in the Authority service.

13. The development of proposed pay and benefit packages for management, confidential, and unrepresented employees for review by the Executive Director and, where Governing Board action is required, recommendation to the Governing Board.

14. The development and administration of the Authority's employee-employer relationship program consistent with State law.

15. The development and administration of policies which assure an unbiased work environment and fully protect the rights of each employee.

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

This section applies to all employees of and applicants for employment with the Authority.

The Authority prohibits discrimination against employees or applicants for employment on the basis of race, color, religion and religious creed, sex (including pregnancy), gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation, military and veteran status or any other basis protected by law.

The Authority will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report this immediately to Human Resources, or to contact the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.

SECTION 5. REASONABLE ACCOMMODATION POLICY

This section applies to all applicants to the Authority and all employees, volunteers and interns of the Authority, to the extent required by law.

A. Policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the Authority provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and Title I of the Americans with Disabilities Act ("ADA"), to enable them to perform essential job functions;

2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;

3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and

4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (see Section 5(C).)

B. Procedure.

1. *Request for Accommodation*. An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request should identify: a) the job-related functions at issue; and b) the desired accommodation(s).

2. Documentation or Certification Indicating Need for Reasonable Accommodation.

   a. **Disability**. If the disability or the need for reasonable accommodation is not obvious, the Authority may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the Authority will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

   b. **Pregnancy or Related Condition**. If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the Authority will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

   c. **Victim Status**. An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:

i. a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and

ii. a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

3. *Fitness for Duty Examination*. The Authority may require an employee to undergo a fitness for duty examination when there is significant evidence that:

a. the employee's ability to perform one or more essential functions of his or her job has declined; or

b. could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

The purpose of the examination is to determine whether the employee has a disability and is able to perform the essential functions of the job with or without reasonable accommodation, and it will be conducted at the Authority’s expense. The Authority may also require that an Authority approved physician conduct the examination.

4. *Interactive Process Discussion*. The Authority will initiate the interactive process when:

   a. an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or

   b. the Authority otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or

   c. the Authority becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or

   d. an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or

   e. an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or

   f. an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work.

   After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Authority will promptly arrange for a discussion(s), in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion(s) is to work in good faith to fully consider all feasible potential reasonable accommodations. The Authority will document these communications in writing.

5. *Case-by-Case Determination*. Based on the particular facts of each case, the Authority will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will not provide accommodation(s) that would pose an undue hardship upon Authority finances or operations, or that would endanger the health or safety of the employee or others. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

C. Accommodations for Sincerely Held Religious Beliefs and Observances

1. *Request for Accommodation*. The Authority also provides employment-related reasonable accommodations to individuals based upon religious belief within the meaning of the California Fair Employment and Housing Act, unless doing so would cause an undue burden on the Authority.
   Any person who desires such a reasonable accommodation should make such a request in writing to the Human Resources Department. The request should identify the desired accommodation(s). Upon a request for a religious accommodation, if the Authority has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the Authority may seek additional information.

2. *Case-by-Case Determination*. Based on the particular facts of each case, the Authority determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will

consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

D. Service and Support Animals

1. The Authority permits employees, volunteers and interns to bring a service or support animal ("assistive animal") into the workplace where necessary as a reasonable accommodation under FEHA and the ADA.

2. Definitions.

   a. **Assistive Anima**l. An assistive animal means an animal that is necessary as a reasonable accommodation for a person with a disability. An assistive animal includes, but is not limited to guide dogs, signal animals, service animals, and support animals.

   b. **Service Animal**. A service animal is defined as a dog or other animal individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items. The work or tasks performed by a service animal must be directly related to the employee, intern or volunteer's disability.

   c. **Support Animal**. A support animal is defined as a dog or other animal that provides emotional, cognitive or other similar support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disabilities, such as major depression.

3. *Requests for Accommodation*. An employee, volunteer or intern ("individual") requesting as a reasonable accommodation the use of an assistive animal must comply with Subsection B, above. The Authority may require the individual to provide certification from his or her healthcare provider stating that he or she has a disability (diagnosis not to be provided) and explaining why the assistive animal is necessary as an accommodation to enable the individual to perform the essential functions of his or her job. The individual must also confirm that the assistive animal meets the minimum requirements set forth in Paragraph 4 below. Whether an assistive animal constitutes a reasonable accommodation shall be determined on a case-by-case basis.

4. *Approved Assistive Animals*. Approved assistive animals must: (1) be free from offensive odors and display habits appropriate to the work environment, for example, the elimination of urine and feces; (2) not engage in behavior that endangers the health or safety of the individual or others in the workplace; and
(3) if the assistive animal is a service animal, be trained to provide assistance for the individual's disability. Such assistance may include, but is not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, and assisting an individual during a seizure. Additionally:

   a. All assistive animals must be immunized against rabies and other diseases common to that type of animal and must otherwise be in good health. All vaccinations must be current. All assistive animals must wear a rabies vaccination tag to the extent required by law.

   b. All animals must be registered and licensed as required per California law.

c. All assistive animals must at all times wear an identification tag, which includes the name and phone number of the owner or disabled individual (the "handler").

d. All assistive animals must be under the full control of the handler at all times. The care and supervision of the animal is the sole responsibility of the handler. The handler must not permit co-workers or other persons to maintain or supervise the animal and may not leave the animal unattended for any length of time. Dogs may also not bark repeatedly unless required to do so as a part of the task being performed.

e. All assistive animals must be housebroken.

5. *Removal*. Reasonable behavior is expected from assistive animals while on Authority property. An assistive animal may be removed from an Authority facility temporarily or excluded from the facility permanently if the assistive animal is disruptive, aggressive, or otherwise out of control, in poor health, or habitually unclean.

SECTION 6. POLICY AGAINST WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals"). For purposes of this Policy, "intern" is defined to include both paid and unpaid interns.

A. Purpose.

To establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Authority encourages all individuals to report – as soon as possible – any conduct that is believed to violate this policy.

B. Policy.

1. The Authority has zero tolerance for any conduct that violates this policy. Conduct need not arise to the level of a violation of law in order to violate this policy. Instead a single act can violate this policy and provide grounds for discipline, up to and including dismissal, or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the Human Resources Manager.

2. Harassment or discrimination against a covered individual by a supervisor, management employee, co-worker, volunteer, intern or contractor on the basis of race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status or any other basis protected by law will not be tolerated.

3. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of

absence, compensation and training.

4. Disciplinary action or other appropriate sanction up to and including dismissal will be instituted for prohibited behavior as defined below.

5. Any retaliation against a person or the family member of a person for filing a complaint, participating in the complaint resolution process, or engaging in any other protected activity is prohibited. Discrimination or retaliation against an individual for requesting a reasonable accommodation for a disability or religious belief, regardless of whether the accommodation was granted, is likewise prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanction or disciplinary action up to and including termination.

C. Definitions.

1. *Protected Classifications*. This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected classification" includes race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual) , gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic information, military and veteran status, sexual orientation, and any other basis protected by law.

   a. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.

   b. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender. "Transgender" is a general term that refers to a person whose gender identity differs from the person's sex at birth.

   c. "Sex" includes but is not limited to pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth or breastfeeding; gender identity; and gender expression. A transgender employee is protected against harassment, discrimination and retaliation for purposes of pregnancy, childbirth, breastfeeding and their related conditions.

2. *Policy Coverage*. This policy prohibits covered individuals from harassing, discriminating, or retaliating against covered individuals because:

   a. Of an individual protected classification,

   b. Of the perception that an individual has a protected classification, or

   c. The individual associates with a person who has or is perceived to have a protected classification.

3. *Discrimination*. This policy prohibits treating individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined herein.

4. *Harassment*. Harassment includes, but is not limited to, the following types of behavior that is taken because of a person's actual or perceived protected classification:

a. **Speech,** such as epithets (e.g. nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body or that identify a person on the basis of his or her protected classification. This may also include comments about appearance and/or stories that tend to disparage those of a protected classification.

b. **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails related to a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.

c. **Physical acts**, such as assault, offensive touching, impeding or blocking movement, pinching, grabbing, patting, leering, making express or implied job-related threats or promises in return for submission to physical acts, or any physical interference with normal work or movement.

d. **Unwanted sexual advances**, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

e. **Sexual harassment**, may take the form of "quid pro quo" harassment or create a "hostile work environment."

   i. "Quid pro quo" sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee's submission to sexual advances or other conduct based on sex.

   ii. "Hostile work environment" sexual harassment occurs when unwelcome comments or conducted based on sex unreasonably interferes with the employee's work performance or creates an intimidating, hostile or offense work environment. Sexual harassment may occur even when the harassing conduct is not motivated by sexual desire.

5. *Guidelines for Identifying Harassment*. To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

a. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

c. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcomed. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

d. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

e. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

6. *Protected Activity.* A "protected activity" includes, but is not limited to any of the following:

a. Filing a complaint with a federal or state enforcement or administrative agency;

b. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Authority regarding alleged unlawful activity;

c. Testifying as a party, witness, or accused regarding alleged unlawful activity;

d. Associating with another employee who is engaged in any of the protected activities enumerated here;

e. Making or filing an internal complaint with the Authority regarding alleged unlawful activity or violation of this Policy;

f. Opposing violations of this Policy;

g. Participating in an investigation under this Policy;

h. Providing informal notice to the Authority regarding alleged unlawful activity or violations of this Policy; Calling a governmental agency's "Whistleblower hotline;"

i. Filing a written complaint under penalty of perjury that the Authority has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety;"

j. Making a request for an accommodation for a disability; or

k. Making a request for accommodation for religious beliefs.

7. *Romantic and Sexual Relationships Between Supervisors and Subordinates*. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees.
A welcomed sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcomed and harassing.

8. *Retaliation*. Any adverse conduct taken against a covered individual because of the individual's protected activity as defined in this Policy, or because an individual's family member has engaged in a protected activity. Retaliation of any kind is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action, up to and including termination.

Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process includes:

a. Singling a person out for harsher treatment;

b. Lowering a performance evaluation;

c. Failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or

d. Real or implied threats of intimidation to prevent an individual from reporting alleged wrongdoing, harassment, or discrimination. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

SECTION 7. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals").

The following complaint procedure is established for the investigation and resolution of unlawful harassment, discrimination and/or retaliation at the workplace. This procedure will be used in place of the Grievance Procedure established in Rule II, Section 8 herein to investigate and resolve such complaints.

An individual who utilizes the following complaint procedure may not simultaneously or subsequently use the Grievance Procedure established in Rule II, Section 8 herein relative to the same reported instance or instances.

A. Complaint Procedure.

A covered individual who feels he or she has been subjected to harassment, discrimination, or retaliation in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense. A covered individual may make a complaint verbally or in writing to any of the following individuals:

- Immediate Supervisor;
- Any supervisor or manager within or outside of the department;
- Chief Operations Officer; or
- Human Resources Manager.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Human Resources Director immediately. In addition to making a complaint, an individual can also:

1. *Object to the Conduct*. Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged, but not required, to use this process. If the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with Subsection *b* and *c* below or go directly to the formal reporting process.

2. Option to Report to Outside Administrative Agencies. Covered individuals have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).

B. Investigation of Complaint.

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources Director will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources Director may coordinate the investigation with the complainant's department headand/or Chief Compliance Officer and may hire an outside investigator if the Authority deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources Director. The Human Resources Director will report the status of investigations to the Executive Director as appropriate. The Human Resources Director, in concurrence with the Chief Administrative Officer and Executive Director, may take interim action to diffuse volatile circumstances.

The investigator will review the complaint allegations in an objective manner and to the extent that the Authority deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

The Authority takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

C. Remedial and Disciplinary Action.

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the Authority will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). If discipline is imposed, the level of discipline will not be communicated to the complainant.

Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

D. Final Recommendations.

The Human Resources Director and Chief Administrative Officer, in conjunction with legal counsel, and the Chief Compliance Officer, may advise Department Head on recommended

course of action in regards to the findings of the investigation of complaints regarding protected classifications.

E. Closure.

At the conclusion of the investigation, the Human Resources Director will notify the complainant in general terms of the outcome of the investigation.

F. Confidentiality.

Every possible effort will be made to assure the confidentiality of complaints made under this policy. Complete confidentiality cannot be assured, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent allowed by law. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or Human Resources or designee. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

G. Responsibilities.

1. Managers and Supervisors are responsible for:
    a. Informing employees of this policy.
    b. Modeling appropriate behavior.
    c. Taking all steps necessary to prevent harassment, discrimination or retaliation from occurring.
    d. Receiving complaints in a fair and serious manner and documenting steps taken to resolve complaints.
    e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
    f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
    g. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged policy violations.
    h. Assisting, advising, or consulting with employees and Human Resources regarding this Policy and Complaint Procedure.
    i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Rules and Policies, up to and including discharge.
    j. Implementing appropriate disciplinary and remedial actions.

k. Reporting potential violations of this policy of which he or she becomes aware to the Human Resources Department and/or designee and department head, regardless of whether a complaint has been submitted.

l. Participating in periodic training and scheduling employees for training.

2. Each employee, intern, volunteer, or contractor is responsible for:

a. Treating all individuals in the workplace or on worksites with respect and consideration.

b. Modeling appropriate behavior.

c. Participating in periodic training.

d. Fully cooperating with the Authority's investigations by responding fully and truthfully to all questions posed during the investigation.

e. Maintaining confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by Human Resources.

f. Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or Human Resources.

H. Mandatory Training.

As part of its commitment to ensuring a work environment free from harassment and discrimination, the Authority requires that all of its employees receive training on this Policy at least once every two years or more frequently as determined by Human Resources. Human Resources will schedule training sessions each year to ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

Any questions, concerns or comments related to this complaint procedure should be directed to the Human Resources Director or the Chief Administrative Officer.

SECTION 8. GRIEVANCE PROCEDURE

This section applies to all full-time, regular employees of the Authority with the exception of at-will employees.

A. Policy.

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

B. Eligibility to File a Grievance.

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the filing of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

C. Definition of "Grievance."

Subject to the exclusions listed in this Policy, a grievance is defined as any dispute that:

1. Is job-related,

2. Is wholly or partially within the province of the Authority to rectify or remedy,

3. Concerns terms and conditions of employment,

4. Involves the interpretation, application, or alleged violation of these Policies, and

5. Is not subject to any other Authority dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

D. Exclusions from the Grievance Procedure.

The following matters are excluded from the definition of "grievance."

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;

2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;

3. Challenges to a decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;

4. Challenges to any disciplinary action; and

5. Challenges to examinations or the appointment to positions.

E. Grievance Procedure.

The grievance procedure has the following four steps:

1. *Step 1: Informal Discussion*.

Within 14 calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and/or attempt to resolve the matter. The supervisor will give the employee an oral reply within ten (10) calendar days after the discussion. If the employee is not satisfied with the reply or receives no timely reply, he or she may proceed to Step 2.

2. *Step 2: Formal Discussion*.

a. Any grievance not resolved at Step 1 may be submitted in writing to the immediate supervisor no later than ten (10) calendar days after the date of the supervisor's oral reply.

If the employee does not receive a timely reply from his or her supervisor, he or she may submit a written grievance to the immediate supervisor no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 1.

The written grievance must include all of the following:

(1) A description of all facts regarding how the alleged violation occurred and how the grievant is/was adversely affected by the alleged violation; misinterpretation, or misapplication;

(2) Identify the specific provision of these Rules and Regulations that was allegedly violated, misinterpreted, or misapplied;

(3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;

(4) The documents, witnesses or other evidence that support the grievance;

(5) The desired solution or remedy;

(6) The signature and identification of the grievant; and

(7) The person, if any, the grievant has chosen to be his or her representative.

b. No grievance will be accepted for processing until all of the information listed above is provided. Within ten (10) calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance. The immediate supervisor shall give the grievant a written reply within ten (10) calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or receives no timely response, he/she may proceed to Step 3.

3. *Step 3: Department Director*.

Any grievance not resolved at Step 2 may be submitted in writing to the department director (e.g. Chief Program Officer, Chief Administrative Officer, Chief Financial Officer, Chief Compliance Officer, Medical Director) no later than ten (10) calendar days after the date of the immediate supervisor's written reply. If the employee does not receive a timely reply from his or her supervisor in Step 2, he or she may submit a written grievance to the department director no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 2.

The grievant shall provide the department director with copies of the Step 2 response. Within ten (10) calendar days thereafter, the department director may, in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance.
The department director will give the grievant a written reply within 14 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response or receives no timely response, he/she may proceed to Step 4.

4. *Step 4: Executive Director* or *Executive Designee*

The Executive Director may delegate non-involved executive level directors, department directors or other management-level employees to act on his or her behalf in this process.

Any grievance not resolved at Step 3 may be submitted in writing to the Executive Director or Designee no later than 10 days after the date of the department director's written reply. If the employee does not receive a timely reply from the department director in Step 3, he or she may submit a written grievance to the Executive Director or Designee no later than 10 calendar days after the expiration of the department director's time to reply in Step 3.

The grievant shall provide the Executive Director or Designee with copies of the Step 2 and 3 responses. Within ten (10) calendar days thereafter, the Executive Director or Designee may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the Executive Director or Designee deems necessary, he or she will give his or her written decision to the grievant.

5. Executive Director's Decision on Grievance.

If the Executive Director delegates a management-level employee to act on his or her behalf during Step 4 of the grievance process, the Executive Designee will render an advisory recommendation to the Executive Director.

The Executive Director's decision will be final and binding. The Executive Director's decision will be limited as follows:

a. The decision shall neither add to, detract from, nor modify the language of these Personnel Rules and Regulations.

b. The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.

c. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorneys' fees.

F. Settlement of Grievance.

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

G. Representation.

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department director. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the immediate supervisor, department director, Executive Director or Designee whether he or she shall be represented at the grievance meeting and shall identify the representative.

H. No Retaliation.

An employee shall not be penalized for using this procedure. However, the employee shall not be provided immunity from disciplinary action during the grievance process.

I. Withdrawal.

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the Authority representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Department.

J. Resubmission.

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

K. Miscellaneous.

If an employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the assignment endangers the health or safety of the employee or others or if the employee reasonably believes that the requested assignment violates the employee's constitutional rights or requires the employee to violate federal or state law.

SECTION 9. DRUG FREE WORKPLACE/TESTING POLICY

This section applies to all Authority employees.

A. Policy.

1. The manufacture, distribution, dispensation, possession, or use of alcohol, any controlled substance, narcotic, or prescription drug that has not been lawfully prescribed to the employee is prohibited in both Authority workplaces and wherever Authority business is performed.

2. An Authority employee is prohibited from working or being subject to call in if impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.

3. An employee must notify his/her supervisor before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics, which could interfere with the safe and effective performance of duties or operation of the Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Authority may require medical clearance.

4. Compliance with this policy is a condition of the Authority employment. Disciplinary action will be taken against those who violate this policy.

B. Scope of Policy.

This policy applies to all Authority employees when they are on the Authority property or when performing the Authority-related business elsewhere.

C. Searches.

In order to promote a safe, productive and efficient workplace, the Authority has the right to search and inspect all Authority property, including but not limited to lockers, storage areas, furniture, Authority vehicles, and other places under the common control of the Authority, or joint control of the Authority, and employees. No employee has any expectation of privacy in any Authority building, property, or communications system.

D. Drug and Alcohol Testing.

The Authority has discretion to test a current employee for alcohol or drugs in the following instances:

1. *Reasonable Suspicion Testing.* The Authority may require a blood test, urinalyses, or other drug and/or alcohol screening of those persons reasonable suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Human Resources Supervisor or Manager, the department director, or a designee.

   "Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. (Refer to Alcohol and Drug Abuse Policy, attached to these Personnel Rules as *Exhibit A* for further indicators.) The supervisor/Manager may not rely solely on long-term signs such as absenteeism.

   In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Human Resources Supervisor or Manager or department director. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave until the test results are received.

2. *Post-Accident Testing and Reporting*. The Authority may require alcohol or drug screening following any work-related accident or violation of safety precautions or standards in which the Authority suspects drugs or alcohol may have played a role in the accident or violation.
   The suspicion of the involvement of drugs or alcohol in the accident or violation will constitute reasonable suspicion. This includes individuals who drive agency vehicles or conduct agency business while driving their personal vehicles. For employees subject to the Federal Motor Carrier Safety Regulations, such testing is mandatory for any accident that results in a fatality; anytime a driver is involved in an accident that results in anyone receiving medical treatment away from the scene of the accident, and/or any accident in which the driver receives a citation from law enforcement officials.

   Employees involved in workplace accidents, illnesses, or injuries must report the incident to a supervisor as soon as practicable after the employee has realized that he or she has suffered a recordable work-related accident, injury, or illness.

Employees may initially make reports verbally, whether by phone or in person, but employees reporting workplace accidents, illnesses, or injuries should provide a written report of the incident as soon as practicable. Nothing in this Policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace accident, illness, or injury.

3. *Pre-Employment Drug Testing*. Individuals seeking employment for "special need" positions, including safety-sensitive positions and positions that involve the direct influence over children, shall be required to pass a pre-employment drug test as a condition of employment.

E. Employee's Responsibilities.

An Authority employee must:

1. Not report to work or be on standby or on-call status while impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.;

2. Not possess or use controlled substances, narcotics, or prescription drugs that have not been lawfully prescribed to the employee at any time, or use alcohol at any time while on the Authority property or while on duty for the Authority at any location;

3. Not directly or through a third party manufacture, sell, distribute, dispense, or provide alcohol or controlled substances, narcotics, or prescription drugs to any person, including any employee, at any time while on the Authority property or while on duty for the Authority at any location; unless authorized and licensed to do so as an essential function of their job duties (ie, Psychiatric Technician, Psychiatrist)

4. Notify his or her supervisor, before beginning work, when taking any medications, narcotics, or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of Authority equipment;

5. Notify the department director of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction;

6. Notify the supervisor immediately of facts or reasonable suspicions when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and

7. Consent to drug or alcohol testing and searches.

F. Management Employee Responsibilities.

The Authority management employees must:

1. Notify the state or federal granting agency which has funded the work or program, if any, within ten (10) days after receiving notice of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;

2. Record factors supporting “reasonable suspicion” as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;

3. Take appropriate disciplinary action within thirty (30) days of receiving notice of any criminal drug statute conviction that occurred in an Authority workplace, up to and including dismissal, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and

4. Take appropriate disciplinary action for any violation of this policy.

G. Employee Assistance Programs.

The Authority encourages employees to seek treatment voluntarily for alcohol or drug abuse and to utilize available employee assistance programs or medical insurance providers. Any employee who comes forth and notifies the Authority of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. In such cases, sick leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Employees may be referred to or encouraged to participate in employee assistance programs and such participation may be a mandated alternative to disciplinary action. Participation in an employee assistance program, however, shall not be an automatic exemption of employees from disciplinary action resulting from inadequate job performance.

H. Tobacco Use.

Tri-City Mental Health Authority Facilities shall be smoke free. Employees and/or visitors to the Authority shall be directed to refrain from smoking within the premises and in other areas designated as “non-smoking” by the Authority. The Authority reserves the right to limit staff smoking on designated times and to designated areas. It is the policy of The Authority that smoking employees will not be granted or allowed to use additional break time or time away from their work station for smoking purposes (in addition to *any* regularly scheduled break time allowed for other employees). Further, to avoid staff modeling of potentially adverse health habits to clients, staff shall not be permitted to smoke when interacting with clients or to take smoke breaks with clients of The Authority. E-cigarettes are considered smoking materials and are also subject to this section.

1. *Medical and Recreational Marijuana* – Although medical and recreational marijuana use is legal under California State law, it is still currently illegal under Federal law. Tri-City, as an employer, complies with Federal law and reserves the right to enforce a drug and alcohol free workplace with regard to employees and applicants, in accordance with the law. Tri-City employees are required to refrain from drug and alcohol use immediately prior to and during performance of work-related duties, activities or functions.

   Accordingly, medical use of marijuana that may be legal under the State Compassionate Use Act or non-medical recreational use that may be legal under Prop 64 does not constitute an acceptable explanation or excuse for a positive drug test under this Policy, and does not hinder or affect the Authority's ability to fail to refuse to hire such applicant as a result of the positive drug test. In such instances, the Medical Review Officer (MRO) will automatically verify such tests as "positive", and the candidate will be disqualified from further consideration.

I. Drug-Free Awareness Program.

The following is The Authority's drug-free awareness program:

2. Distribution of a brochure on the dangers of drug abuse to each Authority employee and volunteer; and

3. Notification to each Authority employee and volunteer of the availability of counseling and treatment of drug-related problems through the Authority's Employee Assistance Program provider.

SECTION 10. HOURS OF WORK

A. Normal Work Schedule.

Tri-City full-time employees shall be employed for a 40 hour work week minimum. No full-time employee may be scheduled to work less than 40 hours per week without a direct proportionate decrease in compensation unless otherwise authorized by the Executive Director. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the employee's supervisor, and such absences shall be noted on the employee's e-time sheet.

B. Flexible Work Schedule.

Flexible work schedules (i.e., varied specific starting and ending times of work shifts) within the normal workweek of 40 hours per week or the equivalent are not expressly prohibited by these Rules and Regulations. Executive Management may, at its discretion, approve flexible work schedules for employees or groups of employees to accommodate personal issues; however, the operational needs of the Authority and the provision of services shall be the primary issues of consideration in the deliberations of Executive Management.

C. Alternative Work Schedule.

Variations from the traditional five (5) days, eight (8) hours per day work week schedule are not expressly prohibited by these Rules and Regulations. Any alternative work schedules which are variations from the traditional five (5) days, eight (8) hours per day work week for individual employees or groups of employees shall require the approval of Executive

Management after thorough review and resolution of all potential impacts. Request for Modified Workweek Schedule form must be signed and submitted to HR. Employees assigned to an alternative work schedule shall continue to accrue leave time (i.e., sick leave, vacation and holidays) on an hourly basis as provided for in these rules and regulations. If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately before or immediately following the holiday; however, it must be in the same pay period so that it's taken within the same 80 hour pay period.

Employees on an alternative work schedule will also continue to have leave time deducted from accumulated hours on an hour-for-hour basis. At the discretion of Executive Management any alternative work schedule may be amended, modified or revoked at any time. Employees assigned to modified duty due to injury or illness or are subject to call-in for jury duty shall be reassigned to the standard five (5) days, eight (8) hours per day work week at the discretion of Executive Management.

D. Holidays on the Alternative Work Schedule.

Additionally, the scheduled paid holiday is an eight (8) hour paid holiday regardless of the agreed upon work schedule, whether it be a traditional or alternative work schedule. It is at the employee's discretion as to how to make up any remaining hour(s) via the use of a leave balance or unpaid hours(s).

E. Meals and Breaks.

Non-exempt employees are required to take a 30 minute meal break after 5 hours of work. Meal breaks must be taken away from the desk or work area. Meal breaks are unpaid and the employee may leave the premises. If an employee works no more than 6 hours in one day, the employee and his/her supervisor may mutually agree to waive the employee's meal break period.

A fifteen (15) minute compensated rest period will be provided for all non-exempt employees for each four (4) hour period of service. The rest periods may not be combined to shorten the workday or to extend the meal period. Break times may not be combined or accumulated.

F. Lactation Breaks

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Authority will make reasonable efforts to accommodate employees by providing an appropriate location, that is not in a bathroom, to express milk in private. The Authority will attempt to find a location in close proximity to the employee's work area. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed.

All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

G. Overtime Pay.

Overtime-eligible employees may not work overtime unless prior written approval is obtained from the employee's Supervisor. Working overtime without advance approval is grounds for discipline.

H. On-Call Duty.

On-Call Duty shall be assigned to affected clinical staff by the Director of Clinical Program Services to meet the needs of the Authority either on a voluntary basis, or a mandatory rotating basis at the discretion of the Director of Clinical Program Services. On-call coverage, outside regular business hours, is necessitated by consumer service needs. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 11. ATTENDANCE / JOB ABANDONMENT

This section applies to all Authority employees.

A. Attendance.

Employees shall be in attendance at their work in accordance with the Rules and Regulations regarding hours of work, holidays and leaves. Employees shall keep records of attendance activities, which shall be reported to the Chief Financial Officer in the form and on the dates specified. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in compliance with *Rule VI. Section 2. Sick Leave* in these Rules and Regulations.

B. Employee's Duty to Notify of Late Arrival or Absence.

An employee who is unexpectedly unable to report for work as scheduled due to illness or unforeseen circumstances must, absent extenuating circumstances as determined by the employee's immediate supervisor or department head, notify his or her immediate supervisor or designee directly 30 minutes prior to the beginning of the scheduled work time and report the expected time of arrival or absence or request time off. If the employee's immediate supervisor or designee is not available, the employee must notify the department head or program manager. Calls to reception will not be considered an acceptable form of notification. An employee who fails to provide timely notification as soon as practicable to his/her supervisor of any absence, or who is not present and ready to work during all scheduled work times, will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence. If an employee who is absent without leave fails to return to duty within 24 hours after due notice to return to duty has been issued, he or she may be subject to discipline up to and including discharge.

C. Job Abandonment.

An employee is deemed to have resigned from his/her position if he or she is absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence.

SECTION 12. EMPLOYEE PERFORMANCE EVALUATION

This section applies to all Authority employees, except the Executive Director.

The primary purpose for performance evaluations is to evaluate the work accomplishments and conduct of employees, to inform employees of their evaluations in writing, to establish goals and objectives for measuring job performance and to assist employees in improving overall job performance.

Employees shall be expected to satisfy the minimum standards established for their positions, which may include, but are not limited to, timely e-timesheet submission, productivity, documentation, attendance and punctuality, etc. The Authority reserves the right to withhold pay increases to individuals whose performance does not meet acceptable standards and to differentially reward staff based upon meritorious performance. Reports shall be prepared with a copy to the employee, if requested, and to the Human Resources Department for retention in the employee's employment history/personnel file.

A. Timing of Performance Evaluation Reports.

As provided for in these rules, a performance evaluation of each probationary employee shall be made by respective program managers or their designees as scheduled by the Human Resources Department in the form provided by the Human Resources Department. The employee's performance shall be reviewed at least every three months during the probationary period, and shall be evaluated at the conclusion of the probationary period. After having attained regular employment status the performance review date will change to a fiscal year basis, which may mean an employee will be evaluated for a shorter period of time to reach the fiscal year beginning date of July 1st. Performance Evaluations shall be prepared annually thereafter. All signed Performance Evaluations shall be submitted to HR and placed in the personnel file. A special performance evaluation may be prepared at any time at the discretion of the employee's supervisor to further reflect employee efficiency, character, and conduct.

B. Employee Review/Rebuttal.

The merits or content of a supervisor's report on an employee's work performance is not grievable under the Grievance Procedure established in these Rules and Regulations. Neither does the Disciplinary and Appeals Procedures set forth in these Rules and Regulations apply.

Each performance evaluation report shall be discussed with the employee to point out areas of successful performance and areas that need improvement. If an employee wishes to rebut a performance evaluation report, he/she may take the following actions within ten (10) working days of his/her review of the report:

1. The employee may submit a response in writing to his/her supervisor.

2. If the employee's concerns are not resolved through review by the supervisor, the employee may within ten (10) working days request a review of the performance evaluation report and a written response by the department head.

3. If the employee's concerns are not resolved by review by the department head, the employee may within ten (10) working days request review by the Executive Director.

4. The Executive Director or his/her designee shall review the rebuttal and responses, if any, within ten (10) working days of receipt and issue a final decision.

SECTION 13. EMPLOYEE ACTIVITIES / OUTSIDE EMPLOYMENT

This section applies to all Authority employees.

A. General Considerations.

During the employee's work day, he/she is expected to devote his/her full time to the performance of his/her assigned duties as an Authority employee. An employee in the competitive service shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as an Authority employee. Neither shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as an Authority employee.

No employee shall engage in any type of activity relating to an employee organization which interferes with the safe and efficient operation of Authority business during such time an employee is on duty, except as provided for by these Rules and Regulations, memoranda of understanding, or state or federal law.

B. Determination of Inconsistent Activities.

In making a determination as to the consistency of outside activities, the immediate supervisor shall consider, among other pertinent factors, whether the activity:

1. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of any act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her Authority employment or as part of his/her duties as an Authority employee; or

2. Involves the performance of an act in other than his/her capacity as an Authority employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or

3. Involves the use of Authority time, facilities, equipment or supplies, or the information, certification, prestige, or influence obtained through Authority employment for private gain or advantage; or

4. Involves the solicitation of future employment with a firm or individual doing business with the Authority over which the employee has some control or influence in his/her official capacity or has a financial interest in an Authority contract which the employee is making on the Authority's behalf in his or her official capacity, at the time of transaction; or

5. Involves the performance of act or work which may interfere with the employee's ability to effectively perform the duties and responsibilities of his/her job, or involves time demands that would render the employee's performance of his or her regular Authority employment less efficient or dangerous to the employee.

6. Requests for approval of outside employment shall be in writing (on the "Outside Employment Request" form located on Summit, the Authority's Intranet website). A copy of the form will be placed in the employee's personnel file and provided to the appropriate Program Manager. The form must include the second employer/ agency's name, location, position title, duties, hours, anticipated start date and such other information as may be required.

   The request must be approved prior to commencing any outside employment.

7. An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make, and is responsible for making, another request following the process in this Policy.

8. If the immediate supervisor denies an employee's outside employment request, the employee may submit a written notice of appeal to the Executive Director within 10 days after the date of the denial. The decision on appeal will be put in Writing, provided within 10 days after the receipt of the appeal, and will be final.

9. Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.

   a. The employee's work performance declines; or

   b. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Authority.

   An employee may appeal the revocation or suspension as provided in this Policy.

C. Improper Use of Authority Equipment Prohibited.

No Authority owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items which are the property of the Authority shall be used by an employee except upon prior approval of the Executive Director or the latter's designee for managing that property.

D. Compliance with Employment Standards.

All employees will be required to comply with basic employment standards as applicable to their classifications. Basic employment standards will be established in areas which may include, but are not limited to, timely e-timesheet submission, productivity based on direct client service, compliance with client service documentation, attendance and punctuality, etc.

E. Public Information Statement.

1. No employee should speak on behalf of the Authority to any outside media (i.e.: newspapers, news reporters, radio stations) without explicit approval from the Executive Director.

2. All employees of the Authority must inform their Supervisor or Human Resources as soon as possible of any criminal misdemeanor or felony conviction, regardless of the nature of the conviction.

SECTION 14. RIGHT TO WORK IN THE UNITED STATES/IMMIGRATION REFORM AND CONTROL ACT OF 1986

This section applies to all Authority employees.

In accordance with the Immigration Reform Act and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.

If an employee loses such rights or is unable to demonstrate that he/she is legally permitted to work in the United States, he/she will be disqualified from employment at the Authority resulting in discharge without notice or rights of appeal.

SECTION 15. ANTI-SOLICITATION POLICY

This section applies to all Authority employees.

Non-employees may not solicit employees or distribute literature of any kind on Tri-City Mental Health Authority premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. The Authority employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Authority business. Employees may not solicit other employees during work times, except in connection with an Authority approved or sponsored event.

Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with an Authority-sponsored event. Employees may, however, with written Supervisor approval, leave private fundraiser materials i.e. for schools, Girl Scout cookies, Avon, Tupperware, etc., on display in the employee lunchrooms, allowing employees to participate at their own volition.

The posting of materials or electronic announcements is permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

SECTION 16. CELL PHONE / ELECTRONIC DEVICE USE POLICY

This section applies to all Authority employees.

A. Applicability and Purpose.

This policy and procedure applies to the use of personal and Tri-City issued cell phone and electronic devices by employees within the course and scope of employment. Violation of this policy may result in disciplinary action up to and including termination.

B. General Policy on the Use of Tri-City Cell Phones and Electronic Devices.

All Tri-City cell phones and electronic devices (“Devices”) are provided as a tool to conduct Tri-City-related business. Tri-City Devices are issued on an as-needed basis with the approval of the Department Head.

All Tri-City employees shall use such Devices in a responsible, appropriate, and safe manner. All employees assigned Devices shall assume the responsibility to use the equipment in accordance with the provisions of this policy. (Refer to Acceptable Use Agreement for further details.)

1. Employees are prohibited from installing any third party equipment to Tri-City Devices unless approved by the employee's supervisor in writing with final approval from the IT Manager.

2. Employees have no expectation of privacy as to the Devices, including but not limited to data residing in Devices and /or voice mail. Tri-City may inspect that data at any time and without notice, as permitted by state and federal law. Employees must provide Tri-City with username and passwords for any Device upon Tri-City's request.

3. Employees shall protect Tri-City Devices from loss or damage. An employee assigned a Tri-City Device is responsible for its good care and will be required to reimburse Tri-City's cost for any damage, or lost Devices due to negligence. If a Device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Department Head and the Information Technology Department.

4. Tri-City Devices should only be used by Tri-City employees in the performance of their official duties. Personal use of Tri-City Devices, except in emergency situations or for incidental personal use, is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use. Incidental personal use of Tri-City Devices, as defined by the Authority, is allowed if such use is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with Authority operations or the work performance of Authority employees; allows an employee to more efficiently perform Authority work as determined by his or her supervisor or department head; is not abusive, illegal, inappropriate or prohibited by these Rules; and the employee clearly indicates it is for personal use and does not indicate or imply Authority sponsorship or endorsement.

5. Employees shall acquaint themselves with the rate plan that applies to their Device and use their best efforts to make the most economical and cost efficient use of the Device. Cell phones are unique in that they may have charges for both in-coming and outgoing calls and texts. In addition, local calls can still incur airtime charges if the plan minutes are exceeded. A call may be made from a Device only if it cannot be made at any other time with a provided wired landline telephone. Because cell phones have additional "air time" and possible other charges, employees are expected to use a wired landline telephone when available.

6. Employees are prohibited from using the camera function on Tri-City Devices except as authorized by a supervisor for work-related purposes.

7. Tri-City employees are responsible for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Private Health Information (PHI) of Authority consumers is not discussed in areas where the public can overhear information; this includes information shared while using Tri-City Devices.

8. No PHI data should ever be sent as text message through a cell phone or other device. Text messaging is allowed as long as staff has prior approval from the client to receive text messages for informational purposes, PHI is not included in the text message and the text message is documented in all related clinical paperwork.

9. An Authority employee who is issued an Authority cell phone must refrain from using his or her personal cell phone for Authority-related business, unless expressly permitted by the employee's immediate supervisor or department head or in emergency circumstances in which the employee does not have access to the Authority-issued cell phone.

C. Use of Personal Devices.

1. Employees are required to limit personal Device usage during working hours to breaks or lunch periods. Usage outside of the break and lunch periods should be Minimal and must follow the guidelines of this Policy.

2. Personal Devices must be in silent or vibrating mode during work hours and must not be disruptive to co-workers.

3. Employees are prohibited from using the camera function on personal Devices in the workplace.

4. Employees may not use Personal Devices for work related purposes unless required by his or her official duties and permitted by his or her department head.

D. Use of Devices While Operating a Vehicle in the Course and Scope of Employment

1. In the interest of the safety of our employees and other drivers, Tri-City employees are generally prohibited from using Devices while driving within the course and scope of employment for Tri-City. Personal and/or agency provided cell phones or other electronic devices are generally required to be turned off any time an employee is driving a Tri-City or personal vehicle in the performance of their job duties for Tri-City. They shall not be used for voice, text, or email communications while driving on Tri-City time except in emergency situations where permitted by the California Vehicle Code.

2. As determined by Tri-City management, if your job requires that you keep your Device turned on while you are driving, you must use a hands-free device while using your cell phone to conduct agency business while driving in compliance with the Tri-City Cell Phone/Electronic Device Usage policy and as required by law.

3. In the event of a vehicle accident the camera function on Tri-City Devices may be used to record accident information.

SECTION 17. WORKPLACE SECURITY

This section applies to all Authority employees, contractors, volunteers and interns.

A. Policy.

Tri-City is committed to providing a safe and secure workplace for employees and the public. Tri-City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where Tri-City business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

B. Prohibited Behavior.

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault, bullying, and/or abusive behavior toward any person while in the course of Tri-City employment. Tri-City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

C. Definitions.

1. "Workplace Violence" is any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

    a. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property, including but not limited to striking, punching, slapping or assaulting another person.

    b. The destruction of, or threat of destruction of, Tri-City property or another employee's property.

    c. Harassing or threatening phone calls.

    d. Surveillance.

    e. Stalking.

    f. Intimidation and/or Bullying Behavior

    g. Possession of offensive or defensive weapons during work hours or on Tri-City property is prohibited. "Weapons" are defined as firearms, chemical sprays, clubs or batons, knives, or any other device, tool, chemical agent or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

D. Incident Reporting Procedures.

1. Employees must immediately report to their supervisor or Program director if they have been a victim of, or have witnessed, workplace violence. The supervisor or program director will report the matter immediately to the Human Resources Manager.

2. The Human Resources Manager will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

3. The Human Resources Manager will take appropriate steps to provide security, such as:

   a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;

   b. Asking any threatening or potentially violent person to leave the site; or

   c. Immediately contacting an appropriate law enforcement agency.

E. Investigation.

The Human Resources Manager will see that reported violations of this policy are investigated as necessary.

F. Management Responsibility.

Each program director has authority to enforce this policy by:

1. Training supervisors and subordinates about their responsibilities under this policy;

2. Assuring that reports of workplace violence are documented and addressed accurately and timely;

3. Notifying the Human Resources Supervisor or Manager and/or law enforcement authorities of any incidents;

4. Making all reasonable efforts to maintain a safe and secure workplace; and

5. Maintaining records and follow up actions as to workplace violence reports.

G. Follow-Up and Disciplinary Procedures.

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Tri-City may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

SECTION 18: ANTI-BULLYING POLICY

This section applies to all Authority employees, contractors, interns and volunteers.

A. Purpose.

The Authority is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the Authority has a zero tolerance policy for any form of intimidation or bullying in the workplace or elsewhere, such as offsite events.

B. Policy.

Every employee and every other individual, including, but not limited to, temporary workers, consultants, independent contractors, volunteers, and visitors has the right to be treated with respect.

Bullying is the use of aggressive behavior with the intention of harming, intimidating, offending, degrading, or humiliating another individual. Bullying also includes harming, intimidating, offending, degrading, or humiliating another employee whether intentionally or unintentionally. It can include any written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment. Frequent or severe use of swearing, profane language, or sexually explicit comments violates this Anti-Bullying Policy.

Bullying includes, but is not limited to:

1. Deliberately undermining a person's work or person's participation in the workplace;

2. Tormenting, teasing, offensive innuendo, taunting, abusive comments;

3. Threatening gestures or posturing, physical intimidation, pushing, shoving, punching, unwanted physical contact, any use of violence;

4. Graffiti;

5. Name-calling, sarcasm, spreading rumors;

6. Swearing, using profane, lewd or other offensive language.

7. Abusive Conduct, which is defined as is conduct perpetrated by an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute "abusive conduct," unless especially severe and egregious.

Bullying may also occur via use of electronic or telephonic communications such as internet, email and chat rooms, mobile threats by text-messaging or telephone or cellphone calls or misuse of cameras and video equipment.

C. Complaint Procedure.

Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, program director, or Human Resources. In addition, any person who believes that they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor, program director, or Human Resources.

1. If an Employee reports workplace bullying to Human Resources, the Human Resources Department will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

2. The Human Resources Department will then take appropriate steps based on the nature of the complaint and will see that reported violations of this policy are investigated as necessary.

D. Policy Against Retaliation.

The Authority policy prohibits any form of retaliation against an employee who reports an incident of bullying, or participates in an investigation by the Authority or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation by the Authority or its representatives into allegations of bullying. Any employee found to engage in retaliation is subject to discipline, up to and including termination.

RULE III. CLASSIFICATION PLAN

SECTION 1. CLASS SPECIFICATIONS

This section applies to all Authority employees.

Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. Creation of a new classification, establishment or material modification of a classification's salary range, creation of an unbudgeted position, or a material organizational restructuring requires Governing Board approval. Within the Governing Board-approved classification plan and adopted budget, the Executive Director may create, fill, reassign, reorganize, or eliminate individual positions and may authorize recruitment for such positions. The Position Related Changes and Recruitment Form shall be completed and processed in accordance with administrative procedures established by the Executive Director or Human Resources.

SECTION 2. LICENSURE AND CERTIFICATION

This section applies to all Authority employees.

Certain job classifications at the Authority shall require a current certification or approved license either at hire or within a specified period of time. Acquisition and/or renewal of such license, certification and/or waiver shall be the sole responsibility of the employee, including fees and applications, unless specified in writing and approved in advance by the Executive Director. The absence of a valid required license, certification or approved waiver may be grounds for disqualification for employment and failure to renew a required license, certification or approved waiver, by the expiration date, may constitute grounds for immediate discharge. All applicants/employees that are listed as excluded on the U.S. Department of Health & Human Services OIG (Office of Inspector General) website are subject to immediate discharge.

RULE IV. RECRUITMENT AND SELECTION

This section applies to all Authority employees.

SECTION 1. JOB ANNOUNCEMENTS

All positions to be filled in the competitive service shall be publicized by posting announcements on the Authority's website, or in such other places as Human Resources deems advisable. The announcements shall specify the title and pay for the position, the nature of the work to be performed; preparation desirable for the performance of the work of the class; the dates, time, place and manner of submitting applications; the closing date for receiving applications and resumes; the minimum requirements for the position; and other pertinent information. There shall be a minimum of ten (10) working days from the date the recruitment opens and until it closes. Resumes must be received in the Human Resources Department by "close of business" on the day the filing time expires. There will be an exception for closed promotional recruitments which shall be posted a minimum of five (5) working days. The time for filing applications may be extended or reopened as needed by Human Resources.

SECTION 2. APPLICATION FORMS

Applications shall be made on forms provided/authorized by Human Resources. Such forms shall require information covering training, experience, and other pertinent information as deemed necessary by Human Resources. All applications must be signed by the person applying. No appointment shall be finalized until a completed official application form is received by Human Resources. Applications are required to be completed online on the CalOpps.org website. It is the responsibility of the applicants to show that they clearly meet the minimum requirements for the position applied for and be able to perform the essential functions of the position with or without reasonable accommodation. The applicants shall certify to the correctness of all statements made on the application. After filing, information on the application may be amended only with the permission of Human Resources. Applicants may be required to submit additional information about their job related qualifications, or to submit evidence of their possession of degrees, licenses or certificates, or of the completion of courses of study or training. Failure to supply such information or evidence may disqualify an applicant.

Applications, resumes, examination papers, and any and all other information submitted as part the examination process become the property of the Human Resources Department and Tri-City Mental Health Authority. Resumes/applications will be screened based upon the minimum qualifications indicated in the job announcement. Applicants meeting the minimum qualifications, or those appearing to be the "most qualified", will be selected to participate in successive parts of the selection process. Possession of the minimum qualifications does not ensure that an applicant will be interviewed. Applications/resumes will be reviewed in comparison with all other applications/resumes received.

After a conditional offer of employment has been extended to an applicant, the Authority will require the applicant to be fingerprinted and/or subjected to a criminal record check. It may also require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

SECTION 3. INTERNAL APPLICANTS

Qualified Employees in good standing may apply for any of the posted positions. The employee must have a 3-month and 6-month signed evaluation on file with HR. The employee must have a minimum of a "Meets" as the final evaluation in order to be eligible. The employee should notify his or her current supervisor that they have applied for an internal position. Any employee actively on a Performance Improvement Plan ("PIP") is not eligible. This provision shall not apply to lateral transfers.

SECTION 4. LATERAL TRANSFERS

An employee may be transferred by the Authority at any time from one position to another position in the same or comparable class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay. In addition, an employee may request and be granted a transfer if approved by Human Resources and affected program managers. Only those employees who are currently in a position of equal or greater qualifications shall be considered for the transfer.

The procedure for a lateral transfer is as follows:

1. Hiring Managers with an available vacancy that are interested in accepting lateral candidates shall submit a Position Related Changes and Recruitment Form to advertise the vacancy, either internally or externally.

2. Employees interested in a lateral transfer must submit an application to an open and available recruitment via CalOpps.

3. Qualified and eligible employees may be interviewed by the Hiring Manager.

4. Selection(s) for the lateral transfer will be made by the Hiring Manager or on a first come, first served basis.

5. Both the employee's existing department head and the department head where the vacancy exists must agree upon the transfer.

   The Hiring Manager is responsible for completing a performance review/reference check with the potential transferring employee's current manager.

An employee so transferred shall receive the same salary received in the former classification. The employee's base salary will only be transferrable. Bilingual and On-Call Pay will be determined based on the need of the position being transferred into.

SECTION 5. DISQUALIFICATION

Human Resources shall reject any application/resume which indicates on its face that the applicant does not possess the qualifications specified for the position or has not properly completed an application or has excluded other requested supplemental information.

A. Applications shall also be rejected for any of the following reasons, insofar as they relate to the applicant's ability to perform the job for which the application is made. There will be no written notification sent to the applicant in these following instances:

1. If the applicant does not possess the required license and credentials specified;

2. If the applicant applying for any position has an "exclusion" as a result of a search on the U.S. Department of Health & Human Services Office of Inspector General OIG exclusions database;

3. If the applicant has requested to have the application/resume withdrawn from consideration;

4. If the applicant is not legally permitted to work within the United States;

5. If the applicant is a current user of illegal drugs;

6. If the applicant has made false statements of any material fact, or omissions, practices, or attempted to practice any deception on the application/resume or in securing eligibility or appointment;

7. Failure to be present upon appropriate notification for fingerprinting or medical testing or examination as required;

8. Unsuitability of an applicant's work record as indicated upon a review of qualifications;

9. Any material cause which, in the judgment of Human Resources, would render the applicant unsuitable for the particular position, including prior resignation, prior termination or a significant disciplinary action with the Authority.

B. An applicant will be provided written notification in the following instance: If the applicant has been convicted of either a misdemeanor or a felony that directly and adversely relates to the specific position duties that the applicant would perform. Unless required by law, the Authority will not deny employment to any applicant solely because he or she has been convicted of a crime. The Authority may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.

C. An applicant may be rejected if the applicant is related by blood or marriage to an existing employee and if Human Resources make findings that hiring a relative in the particular position could adversely affect supervision, security, or morale within the department.

D. False statements or evidence that an employee committed deception or fraud in his/her application will be cause for discharge.

SECTION 6. EMPLOYMENT OF RELATIVES AND SPOUSES/DOMESTIC PARTNERS

It is the Authority's policy not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants on the basis of marital status, domestic-partner status and relatives. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his/her marital status or relatives. This policy also applies to the selection of persons for a training program leading to employment.

Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or other marital state for the purpose of this anti-discrimination policy. Relatives for the purposes of this section is defined as spouse, registered domestic partner, parent, children (including foster care children), brother, sister, half-brother, half-sister, mother-in-law, father-in-law, grandparents, grandchild, aunt, uncle, niece or nephew.

Notwithstanding the above provisions, the Authority retains the right:

A. To prohibit relatives from working in the same department, division, program or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflict of interest. For example, one relative will generally not be permitted to maintain a supervisory relationship over another relative. A "supervisory relationship" is defined as one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her Authority appointment.

B. When two employees, employed by the Authority in the same department, division, program or facility marry or file for legal status as domestic partners and where such has the potential for creating adverse impact on supervision, safety, security or morale, the Authority will attempt to transfer one spouse (or domestic partner) to a similar classified position in another department, division, program or facility. Although the wishes of the involved parties as to which spouse (or domestic partner) will be transferred will be given consideration by the Authority, the controlling factor in determining which spouse (or domestic partner) shall be transferred shall be the positive operation and efficiency of the Authority.

   If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal. If continuing employment of two spouses (or domestic partners) cannot be accommodated in a manner consistent with the Authority's interest in promotion of safety, security, morale and/or efficiency, the Authority retains sole discretion to separate one spouse from Authority employment. Absent resignation by one affected spouse (or domestic partner), the less senior of the involved parties will typically subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal. However, if in the Authority's discretion, the retention of the less senior spouse (or domestic partner) would better serve the interest of the Authority, the said spouse (or domestic partner) shall be retained.

C. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents than to those employees without or with fewer dependents. Where such bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household," "principal wage earner," "secondary wage earner," or other similar status.

SECTION 7. SUBJECT AND METHOD OF EXAMINATIONS

Examinations shall be competitive and may consist of written test, oral test, appraisal interview, performance test, evaluations of prior training, experience and education; or any combination thereof. Each examination must be job related and must be designed to test the ability of an individual to perform the duties of the job. The scope and type of examination is to be determined by Human Resources. If a person fails to pass such an examination, he/she may be disqualified from consideration for employment. Each candidate invited to an examination shall be given written notice of the examination results.

As the needs of the Authority may require, promotional examinations may be conducted and may consist of evaluation of prior service, accomplishments in special training courses, or other tests. All candidates for promotion must be employees of the Authority and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

SECTION 8. CONDUCT OF EXAMINATIONS

Human Resources will determine the manner, methods, applicant pool, and by whom examinations will be given. The Authority may contract with any competent agency or individual for the performance by such agency or individual for giving or scoring examinations.

SECTION 9. ELIGIBILITY LISTS

Eligibility lists may be established by Human Resources following a competitive examination process and will consist of the names of persons successfully passing a competitive examination process. Under circumstances in which an open and continuous recruitment is posted and conducted, Human Resources may approve the appointment of a qualified applicant without the establishment of an eligibility list. Eligibility lists shall be valid and in effect for a period of up to one year.

An eligibility list may be extended by action of Human Resources for additional six-month periods. If less than three (3) names of qualified applicants are available for appointment, Human Resources may declare the list invalid. Names shall be removed from an eligibility list for any of the following reasons:

A. If an eligible requests orally or in writing that his/her name be removed.

B. If an eligible fails to accept an offer of employment from the Authority.

C. If an eligible on a promotional list resigns from the Authority.

D. If an eligible, in a medical examiner's opinion, is unable to perform the essential functions of the position even with reasonable accommodation.

E. If a person on the eligibility list leaves no forwarding address at which he/she can be contacted by mail.

F. If an eligible is found to be unsuitable for the position by the immediate supervisor.

SECTION 10. TYPES OF APPOINTMENTS

All vacancies in the competitive service, other than temporary vacancies, shall be filled by reinstatement, transfer, demotion or from an appropriate eligibility list, if available. In the absence of persons eligible for appointment in the above manner, temporary appointments may be made in accordance with these rules and regulations.

A. Appointment.

After interview and investigation, Human Resources shall effect the appointment by notifying the selected candidate subject to passing the required examinations listed below, and if the applicant accepts the appointment and presents himself/herself for duty within the period of time as the immediate supervisor shall prescribe, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.

Prior to appointment to a position in the competitive service, a person may be required to pass a medical (possibly including drug/alcohol screen), and/or physical examination plus fingerprinting and processing through the California Department of Justice in keeping with California Code of Regulations section 703(d) to the satisfaction of Human Resources.

B. Emergency Appointments.

To meet the immediate requirements of an emergency condition, a supervisor may in his or her discretion retain persons as Authority employees on a temporary basis as may be needed for the duration of the emergency which may exceed 60 working days without regard to the personnel rules affecting appointments. Such appointments shall be reported to Human Resources within 24 hours and shall require approval of the Executive Director and shall be terminated at the discretion of the Authority regardless of cause or reason as determined by the Executive Director or his or her designee.

C. Temporary Appointments.

Temporary appointments may be made by Human Resources of persons who possess the qualifications for the position. A temporary appointee is typically a person with some administrative experience brought in to the Authority to complete a short term project. Such appointments shall not continue for a period in excess of any six (6) months unless approved by the Executive Director. Temporary employees will not be entitled to annual vacation leave with pay, or holiday pay as is provided in these rules. Temporary employees will be provided with sick leave to the minimum extent required by law. However, if a temporary appointment is converted to a probationary appointment without interruption of service, the period of temporary service may be credited towards the completion of the probationary period. Annual vacation leave will not accrue for the period of service that the temporary appointee has served and received compensation for as provided in these rules. All temporary assignments must be made within budget limitations and shall not be the basis for preferential hiring consideration.

D. Provisional (Interim) Appointments.

When the service demands of the Authority are such that a management level position is open and it could adversely affect the immediate operations of the Authority not to promptly fill it and an immediate open competitive recruitment process is not practical and/or in the absence of an eligibility list for such a management level position, the appointing authority may make a provisional appointment. A provisional appointee is typically a person with management level expertise and/or has a highly skilled specialty that would require an intensive and lengthy recruiting process.

1. Any person appointed in provisional status shall meet the minimum qualifications for the position to which he/she is being appointed.

2. No person shall remain in the provisional appointment status for more than 12 months, except as approved by the Executive Director. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year.

3. A provisional appointee who is subsequently appointed to a regular position shall be entitled to credit for the time served in the provision status toward the completion of his/her probationary period.

4. A provisional employee shall be entitled to the same salary and benefits as a regular employee.

5. Prior to being appointed in a regular status, a provisional appointee shall successfully complete the competitive examination/interview process.

6. A provisional appointment shall not be the basis for preferential hiring consideration.

E. Trainee Appointments.

When it becomes necessary for the appointing authority to fill an open classification with a less qualified person than required by the classification, and elects to train the person until minimum qualifications are met, the appointing authority may fill the classification with a trainee.

1. Trainee status may be assigned to any classification.

2. The training period may not exceed 12 months, except that it may be extended an additional six (6) months upon approval of the appointing authority.

3. The salary range for the trainee will be the minimum salary range of the classification in which the employee is a trainee.

4. During the training period, the trainee will be entitled to the same benefits as a probationary employee.

5. Upon successful completion of the training period as determined by the department supervisor, the trainee shall be eligible to participate in a competitive recruitment and selection process for appointment to the regular classification. Successful completion of the training period does not guarantee appointment to the regular classification. Appointment shall be based on successful completion of the applicable competitive recruitment and selection process in accordance with these Personnel Rules and other applicable policies and procedures.

6. Trainee appointments are considered transitional assignments to positions in regular classifications. A trainee who is selected and promoted to a position in the regular classification following the competitive recruitment process shall be required to serve a probationary period of 6 months after such appointment.

7. Failure of a newly hired trainee to meet the qualifications of the classification during the training and/or probationary period as determined by the department supervisor will be cause for rejection from trainee status/probation.

8. A regular employee who is transferred to trainee status and fails to meet the qualifications of the classification during the training and/or probationary period will be transferred back to the person's prior regular classification or to one similar in pay.

F. Lead Appointments.

To recognize personnel within existing classifications who are providing lead services such as clinical supervision for paraprofessional and/or licensure hour accrual, but do not necessarily meet promotional classification qualifications or wish to be considered for

promotional consideration, the appointing authority may designate a Lead appointment(s) within existing classifications.

1. The appointing authority may designate Lead status within existing classifications and add the term "Lead" to the working position title in order to recognize additional responsibilities of leading the activities of co-workers.

2. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of Lead status.

3. Lead appointment designation and corresponding 5% pay differential pursuant to Subparagraph B above shall be removed at the discretion of the appointing authority without notice, cause or right of appeal.

4. Lead pay and the employee's appointment to lead shall take effect at the beginning of the first pay period following the employee's notification of his/her assignment.

G. Additional Duty Appointments.

Assignment to cover a position, which is temporarily vacant due to staff/supervisor being on a leave or unable to fulfill the duties of their position for a period not to exceed 6 months or based on HR review. Supervisors/Managers who have direct report vacancies are excluded from this provision.

1. The appointing authority may designate additional duty appointment to another staff within the same department in order to recognize additional responsibilities for covering their duties.

2. The additional duty assignment(s) must take place for a period of four (4) consecutive weeks or more.

3. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of this appointment.

4. The five percent (5%) differential in pay will be removed at the completion of assignment

5. The five percent (5%) differential in pay and the employee's appointment to additional duties shall take effect at the beginning of the first pay period following the employee's notification and effective date of his/her assignment.

SECTION 11. REINSTATEMENT

With the approval of Human Resources and Executive Management, an employee who has resigned with a good record may be reinstated within six months to his/her former position, if vacant, or to a vacant position in the same or comparable class. Upon reinstatement, all benefits shall be restored to the employee at the same level at which they were earned at the time of resignation.

SECTION 12. AVAILABILITY

For purposes of quality client services, supervisors of clinical areas must reside within a reasonable distance of the Authority so as not to interfere with their job responsibilities. Clinical supervisors

shall reside within a 90-minute commute to the Authority in heavy traffic. After hours on-call staff shall reside within a 30-minute commute to the Authority in heavy traffic.

SECTION 13. PROBATIONARY PERIOD

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management, part-time and at-will positions.

A. Extension of Probationary Period

(The Personnel Rules and Regulations were updated on November 18, 2015 to change the probationary period from 1 year to 6 months)

All original, promotional and reinstatement appointments shall be tentative and subject to a probationary period of 6 months. The probationary period is part of the testing process and shall be utilized for closely observing the employee's work such as conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness to determine whether the employee is fully qualified for employment in the classification and position to which the employee has been appointed.

A Manager/Director may recommend, and the Executive Director may extend, an employee's probationary period by a maximum of six (6) months past the end of the initial probationary period for performance reasons. In order for probation to be extended, there must be a 3-month signed evaluation on file in the Personnel file and the request for extension must be received by HR no later than the 5th month of the probationary period.

An employee's probationary period will automatically be extended by the length of any absence of a week or more.

B. Rejection During Probationary Period.

During the probationary period, an employee may be rejected at any time by the appointing power without cause, without notice, and without appeal, grievance, or any rights described in Rule IX regarding Discipline. If the service of a probationary employee has been satisfactory, then the Manager shall file with Human Resources a performance evaluation stating the retention of such employee is desired. If, after the completion of a probationary period, no statement is filed stating that the probationary employee is rejected, or no evaluation is timely completed, the employee shall be deemed to have attained regular employment status.

C. Use of Leave While on Probation

While on initial probation, new employees may not use vacation leave accruals. New employees, however, may use floating holidays, compensation time off, and sick leave, where applicable. This provision does not apply to employees on promotional probation. Employees are entitled to use any applicable leave balances while on promotional probation provided that they have completed initial probation.

D. Probationary Period After Promotion.

Promotions to a higher classification will be assigned a new probationary period. Any employee receiving a promotion to a higher level within the same classification will maintain the same probationary period. A promoted employee does not have a property interest in his or her prior position if an employee fails to successfully complete the promotional probation period.

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Rule IX regarding Discipline. If the employee fails to complete the probationary period in the promotional position satisfactorily, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.

Should the original position no longer be available, the employee may be returned to a similar position provided they meet qualifications and a position is available, or they may be released without cause, without notice or appeal, and without any rights described in Rule IX regarding Discipline. No new probationary period shall be required upon demotion or reinstatement to a lower class following rejection from probation.

E. Employee's Responsibility.

It is the responsibility of the employee to meet and to strive to exceed the minimum standards established for work accomplishment and conduct, to strive to improve work effectiveness, and to perform at highest competency levels.

RULE V. COMPENSATION PLAN

This section applies to all Authority employees with the exception of the Executive Director unless otherwise specified.

SECTION 1. SALARY RANGE

The Human Resources Department or the person or agency employed for that purpose shall prepare and recommend a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. Salary ranges and material changes to the compensation structure shall be adopted by the Governing Board by resolution and included on the Fiscal Year pay schedule. Subject to the adopted budget and applicable compensation policies, the Executive Director retains authority to establish or adjust an individual employee's salary within the Governing Board-approved range, including adjustments reasonably necessary for recruitment, retention, internal equity, or other operational needs.

Tri-City will not discriminate in assigning wage rates on the basis of sex, race, or ethnicity, and will not pay an employee at a wage rate less than the rate paid to an employee of the opposite sex, or of a different race or ethnicity, for performing substantially similar work, taking into consideration skill, effort and responsibility, and which is performed under similar working conditions. This restriction does not limit Tri-City's ability to assign different wage rates to employees based upon factors other than sex, race, or ethnicity, including but not limited to, seniority, merit, education, training and experience.

A. Review and Adjustment of Pay Ranges.

Tri-City has implemented a system that enables regular review of all salary ranges for adjustments contingent upon Tri-City's financial ability to pay. If Tri-City is in the financial position to do so, as determined by the Executive Director and Chief Financial Officer, all salary ranges will be reviewed on an annual basis in comparison to the relevant labor market for adjustment. The Executive Director and Chief Financial Officer will notify the Human Resources Department of any revisions to the schedule for the annual review of all salary ranges, based on each fiscal year budget.

SECTION 2. SALARY APPOINTMENT

Generally, new employees are appointed to the minimum of the salary range for the particular class in which the appointment is made. When in the judgment of Human Resources and with the recommendation of the appointing authority the education, training, and/or experience of the proposed employee justify a salary amount in excess of the minimum, Human Resources may authorize a salary appointment at an amount that does not exceed the mid-point of the salary range. Any initial salary appointment to an amount in excess of the mid-point of the salary range shall require the written approval of the Executive Director and Chief Financial Officer. Initial employment at a salary amount above the minimum may also be authorized by Human Resources when a particularly difficult recruiting problem for a class is found to exist.

SECTION 3. ANNIVERSARY DATE

New employees shall have their initial anniversary date set on their appointment date. Promoted, reclassified, or demoted employees shall have a salary anniversary date established as the date on which the employee begins performing the duties of the position as determined by the Authority. Salary changes shall be made effective on the first day of the closest pay period.

There shall be no loss in seniority for vacation, departmental selection of assignments or other related matters. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period they will revert to a July 1st salary anniversary date.

SECTION 4. SALARY ANNIVERSARY DATE

A. Establishment of Salary Anniversary Date.

All employees who receive appointments in the competitive service shall be evaluated near the end of 12 months of employment for consideration of merit salary increase. This will establish the employee's salary anniversary date. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st salary anniversary date.

B. Adjustment in Salary Anniversary Date.

A salary anniversary date will revert to a July 1st salary anniversary date after a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period.

SECTION 5. SALARY INCREASES

Annual salary increases are contingent upon the Governing Board-approved budget and Tri-City's financial ability to pay. Within that approved budget, the Executive Director and Chief Financial Officer may determine whether and to what extent authorized merit increases will be implemented.

Salary increases within a salary range shall be granted to an employee based on merit in conjunction with an evaluation of his/her work performance. A merit salary increase must be recommended by the first line supervision and approved by the department head and the Human Resources Department. The amount of a merit salary increase, if any, will be based on the employee's achievement as recorded in a performance evaluation report based on the following guidelines, however, in consultation with the Chief Financial Officer and the Chief Operations Officer, the Executive Director retains the authority to adjust salary on a case-by-case basis at any time if it is determined that current salary adversely affects recruitment and retention. At no time can an employee be paid over their assigned pay grade range.

After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st performance evaluation date for their next evaluation. This could mean that the employee is given a performance evaluation before completing their second full year of service to put them on a July 1st evaluation schedule. Any related adjustment to salary will be calculated on a pro-rata basis. If the employee's July 1st evaluation is six months after the initial performance evaluation and salary adjustment, the recommended percentage increase is multiplied by 6/12 (or 50% which is equal to six [6] months divided by 12 months) to get a pro-rated percentage increase. All salary increases will be effective the first day of the pay period following the anniversary date.

A. Guidelines.

Tri-City places high value on caring, helpful service to clients and the public, development of creative workable solutions to problems, timely submission of activity logs, productivity based upon direct client service, compliance with client service documentation standards, dedication and hard work, self-improvement, cooperation with co-workers, enhancement of the Authority's positive image, the accomplishment of goals and objectives established by the employee's supervisor, and program cost effectiveness.

Within the Governing Board-approved compensation framework and adopted fiscal-year budget, the Executive Director and Chief Financial Officer will determine the merit increase percentage, if any, to be implemented for that fiscal year. The Chief Financial Officer will notify Human Resources of the approved fiscal-year merit increase percentage, and Human Resources will inform staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer may make administrative revisions to performance-rating forms and procedures; however, a material change to the compensation methodology or employee eligibility for merit compensation requires Governing Board approval.

1. An employee whose overall work performance is rated as "Meets Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.

2. An employee whose overall work performance is rated as "Acceptable in most areas, improvement needed in some" may be eligible to receive a merit salary increase, subject to the supervisors recommendation and management approval; however, the

evaluating supervisor may delay implementation of the salary increase pending the results of a special performance evaluation focusing on the areas in which improvement is needed.

3. An employee whose overall work performance is rated as "Exceeds Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.

4. An employee whose overall work performance is rated as "Exceptional/Exceed all Expectations" may be eligible to receive a merit salary, subject to the supervisor's recommendation and management approval.

5. Employees whose overall work performance is rated as "Immediate Improvement Needed" shall not be granted a merit salary increase and may be subject to disciplinary action and/or placed on a Performance Improvement Plan.

B. Performance Improvement Plan (PIP).

An employee who does not receive at least a "Meets Expectations" annual evaluation, may be placed on a Performance Improvement Plan (PIP). This Plan is completed by the employee's supervisor and should outline goals and expectations in order to assist the employee in improving his/her job performance. This plan must be approved by the Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) and the Human Resources Department.

SECTION 6. SALARY INCREASE PROCEDURE

The following provisions shall govern the salary increase procedures for all employees in the competitive service.

A. Notification of Eligibility.

Thirty days prior to each employee's salary anniversary date and annually thereafter until the employee reaches the maximum of the salary range for his/her class, Human Resources shall advise the program supervisor in writing of the employee's pending eligibility for a performance evaluation and a merit salary increase. Please refer to Rule IV, Section 4 Lateral Transfers.

B. Notification of Authorization to Accounting.

If the supervisor recommends the employee for a merit increase, Human Resources shall notify the Accounting Department by Personnel Action Form of the approved merit salary increase and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the specified higher rate.

Such payment shall commence at or be retroactive to the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V, Section 4(b), Adjustment in Salary Anniversary Date.

C. Postponement of Merit Salary Increase.

A supervisor may choose not to recommend that an employee receive a salary increase in conjunction with the salary anniversary date and postpone consideration pending further review of the employee's performance.

If, during or at the conclusion of the period of postponement, the supervisor recommends that the employee receive a merit salary increase, Human Resources shall notify the Chief Financial Officer by Personnel Action Form of the approved merit salary increase, and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the higher rate. Such payment shall commence at the beginning of the nearest pay period closest to which the recommendation is made.

D. Failure to Process Eligibility for Merit Salary Increase.

Should an employee's salary anniversary date be overlooked through error, and upon discovery of the error the employee is recommended and approved for a merit salary increase, the Chief Financial Officer shall honor a request for retroactive payment compensating the employee from the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 7. SALARY ON PROMOTION

An employee who is appointed to a position in a class allocated to a higher salary range than the class in which he/she formerly occupied a position shall receive a salary rate that is at least four percent (4%) higher than his/her previous base salary, or to the maximum of the 50th percentile of the new salary range. A supervisor can determine the salary increase based on years of service and responsibilities. This will allow for Supervisors to adjust the salary in cases where a long term employee, who after being promoted, is only at the new minimum salary range. The promotion and corresponding pay increase shall take effect at the beginning of the first pay period following the employee's notification of his/her promotion. The effective date of the promotion shall determine the employee's new salary anniversary date, for the six-month promotional probationary period only. Thereafter, the salary anniversary date will revert to July 1st of each fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 8. SALARY ON TRANSFER

An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same rate in the salary range as he/she previously received. The employee's salary anniversary shall remain the same as it was before the transfer. Please refer to Rule IV, Section 4 Lateral Transfers.

SECTION 9. SALARY ON REINSTATEMENT

Notwithstanding other provisions of these Rules and Regulations, a person reinstated (within six (6) months) in: A) a position allocated to a class in which he/she previously held regular status and from which he/she was separated in good standing; or B) a position allocated to a class which is comparable as determined by the Authority to a position to which he/she previously held regular status and from which he/she was separated in good standing may, with the approval of the Executive Director, Chief Fiscal Officer and the program manager in which he/she would be reinstated, be appointed to the same rate in salary range for the particular class of position as the rate in which he/she occupied at the effective date of his/her resignation. Upon reinstatement, the employee's anniversary date shall be determined by the effective date of the reinstatement.

SECTION 10. SALARY ON DEMOTION

The salary of an employee who is demoted to a position in a class allocated to a lower salary class than the class in which he/she formerly occupied a position shall be determined as follows:

A. Involuntary Demotion.

An employee who is involuntarily demoted to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary rate in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required in this section. In such case, he/she will be required to complete his/her probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

B. Voluntary Demotion.

An employee who is demoted at his/her own request to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee.

A "Y" rate exists when the employee's salary is frozen at the present level until such time a subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He/she shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required by this chapter. In such case, he/she will be required to complete higher probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

SECTION 11. SALARY ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Class with Same Salary Range.

If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to the change of class title, provided there is no change in the basic duties of the position.

B. Class with Higher Salary Range.

If the position is reclassified to a class with a higher salary range as the previous class, and if the incumbent is appointed to the reclassified position, he/she shall be compensated at a rate in the new salary range which comes nearest to and/or higher than the rate he/she held in the previous salary range.

C. Class with Lower Salary Range.

If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change unless it is greater than the maximum of the lower salary range, in which case, the Executive Director shall approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases equal or exceed the employee's salary at the "Y" rate. The incumbent's salary anniversary date shall not change.

D. Step Increases

If there are multiple pay steps within the same classification and an employee has occupied his or her current position for at least 12 months, has increased responsibilities, and has maintained a Meets Expectations on all Performance Evaluations while in his or her current position, the Department Head may grant a one-step pay increase without posting an opening, as a natural career progression.

Upon moving to the higher step, the employee receives a 4% increase above their base salary at the time of the increase along with the title number change. If the employee has obtained a license, degree, or certification which qualified them for the step increase, the employee is only eligible for the 4% salary increase for meeting the requirements of that step. The step increase shall take effect at the beginning of the first pay period following the employee's notification of his/her increase.

SECTION 12. OVERTIME

It is the policy of the Authority to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

A. Definition of Overtime.

Overtime is hours worked by non-exempt employees in excess of 40 hours in a seven (7) day work week. "Hours worked" shall mean hours actually worked and does not include paid leave (i.e., vacation, sick leave, compensatory time, etc.). No overtime shall be recorded or reported for less than 40 hours worked over a seven (7) day work week.

B. Prior Authorization.

Overtime must be authorized in writing in advance by the Authority. All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work.

Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Dispatched calls beyond the end of duty time are considered as authorized. Working overtime without advance approval is grounds for discipline. Employees are cautioned not to spend excessive amount of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless

prior authorization of a supervisor is obtained. It is the Supervisor's responsibility to approve their assigned staff's timesheets before submission to Accounting to authorize any overtime work performed.

C. Rate.

Employees who have worked overtime hours shall be compensated as follows based on that status of their classification under the Fair Labor Standards Act (FLSA).

1. *FLSA-Covered Employees*. Employees in non-exempt classifications under the FLSA shall be compensated at a rate of time and one-half for all overtime hours.

2. *Exempt Employees*. Employees in classifications that have been determined to be exempt under the FLSA due to their managerial, supervisory or professional status as determined by the Executive Director per Department of Labor guidelines may be compensated at a rate of straight time in the form of compensatory time off, as described in section D(2) below. Such compensatory time shall not be accrued without prior authorization from the employee's supervisor.

   At the discretion of the Executive Director, Exempt employees may be required to work overtime without additional compensation to meet unusual operational needs of the Authority.

D. Compensatory Time Off.

1. *FLSA-Covered Employees and Executive Management*. Non-Exempt and Executive Management employees are not eligible to receive compensatory time. Executive Management employees refer to the Resolution.

2. *Exempt Employees*. As stated in sub-section C (2) above, exempt employees who do not have a legal entitlement to overtime compensation may be permitted to receive compensation for overtime in the form of compensatory time off at the straight time rate at the discretion of the Authority. Exempt employees may be permitted to accumulate or "bank" up to 60 hours of compensatory time with pre-approval from their supervisor; however exempt employees shall not be eligible to receive pay for compensatory time hours on the books during employment. Rather, exempt employees may utilize accumulated compensatory time hours only in the form of time off in accordance with established vacation utilization procedures. Accrued compensatory time off, if available, shall be used first before using vacation leave balances. Exempt employees shall be entitled to carry over unused accumulated compensatory time hours from one fiscal year to the next. If an employee leaves Authority employment before exhausting compensatory leave balances, the remaining compensatory leave balance will be paid off in the separating employee's final paycheck.

3. *Approval of Use.* Use of compensatory time must be pre-approved by the employee's Supervisor/Manager/Department Director prior to commencing use for all employees. Compensatory time shall not be used for injury or illness-related absences in lieu of sick leave when sick leave is available unless otherwise required by state or federal law.

SECTION 13. EXCEPTIONAL PERFORMANCE AWARDS

Consistently exceptional performance may be recognized in the form of an Exceptional Performance Award. The provision of such an award shall be a discretionary action requiring review and approval of the Executive Director. An Exceptional Performance Award may be made on a one-time, lump sum basis during any fiscal year and is dependent upon the availability of funds as determined by the Executive Director and Chief Financial Officer. An Exceptional Performance Award may be granted to an employee in addition to a merit salary increase. The Authority's ability to provide Exceptional Performance Awards is contingent upon the availability of funding guaranteed through employee productivity.

A. Annual Initiation of Program.

On a fiscal year basis, the Chief Financial Officer, with the approval of the Executive Director, shall determine whether sufficient funding has been received within the Authority to initiate the Exceptional Performance Award program for that particular fiscal year. If a determination is made that funds are available, the Executive Director shall issue a memorandum to supervisory staff advising of such and the time period during which recommendations for Exceptional Performance Awards will be considered.

B. Amount of Award.

An employee may receive a one-time, lump sum Exceptional Performance Award of up to eight percent (8%) of his/her annual regular earnings from Tri-City during the previous fiscal year.

C. Eligibility.

To be eligible for an Exceptional Performance Award an employee shall have completed the probationary period with at least 12 months of full-time service with the Authority. However, under rare special circumstances, the Executive Director may authorize an Exceptional Performance Award for an employee who has not yet completed the probationary period and 12 months of employment with the Authority.

An employee who has informed the Authority of his/her intent to resign or retire from employment with Tri-City shall not be eligible to receive an Exceptional Performance Award. To be eligible, an employee must consistently exceed performance level standards.

D. Justification.

An Exceptional Performance Award may be granted to recognize an employee's excellent job performance which has produced increased productivity or efficiency, has been above and beyond the call of duty and/or is consistently maintained at an outstanding level.

To receive an Exceptional Performance Award, an employee must be recommended as a recipient in a memorandum written to the Executive Director by the employee's supervisor or department head. The justification memorandum to the Executive Director shall describe in detail the employee's accomplishments in one or more of the following categories:

1. Submittal of ideas and/or taking action that has resulted in increased productivity and/or efficiency.
2. Outstanding actions that have brought credit to the Authority, or improved its services and/or image.

3. An option or actions performed that would not normally be expected of the employee's classification and performance of them in an outstanding manner;

4. Within the employee's area of responsibility, there is a consistent, high level of productivity and/or efficiency with repeated successful implementation of outstanding work products;

5. Extraordinary effort, diligence, courage, patience, empathy or creativity;

6. Commitment of the employee's own time to the benefit of the Authority.

E. Executive Director Approval.

The provision of an Exceptional Performance Award requires the written approval of the Executive Director. Such approval may be granted to eligible employees only in instances in which funds are available and justification is provided based on a written recommendation in the form of a memorandum to the Executive Director that complies with the requirements set forth in sub-section D in this Section.

SECTION 14. BILINGUAL INCENTIVE PAY

The Authority will provide bilingual incentive pay to qualified employees who use an approved language in their work in accordance with operational guidelines established by the Executive Director or designee. Bilingual incentive pay shall be in the amount approved as part of the Governing Board-adopted compensation structure. The Executive Director or designee may determine which languages, positions, and assignments qualify based on operational need and may establish testing, eligibility, and administrative procedures. A material change to the amount or structure of bilingual incentive pay requires Governing Board approval. Bilingual incentive pay will take effect at the beginning of the pay period following completion of all applicable qualifications and approvals.

SECTION 15. EMPLOYEE REFERRAL FEE PROGRAM

The Authority is always looking for qualified employees and appreciates recommendations made by existing employees. If a current staff member recommends someone who is hired on a full-time, permanent basis, they will receive a referral fee totaling up to $400. The Authority may from time to time, however, pay a higher referral fee for particular positions as approved by the Executive Director. The first $200 will be paid when the referral commits to the offer and actually starts working for the Authority. The newly hired employee must fill out a form stating who referred them on their first day of employment. The second $200 will be paid when that referral completes probation. This amount may be changed from time to time depending on existing market conditions.

SECTION 16. ON CALL PAY

Certain staff members may be required to be available after-hours on a rotating basis and may receive on-call pay in accordance with the Governing Board-approved compensation structure. The Executive Director or designee may determine which positions or assignments require on-call coverage based on operational need and may discontinue an individual on-call assignment when no longer required. A material change to the rate or structure of on-call compensation requires Governing Board approval. If staff is called to work, compensation for hours actually worked, including travel time where required, will be provided in accordance with applicable law and Authority policy. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 17. INSURANCE BENEFITS

The Authority will make available group insurance benefits to full-time employees in accordance with resolutions adopted by the Governing Board and as required by law. The Authority pays a percentage of the premiums with the employee paying the remaining percentage. Employees may opt for coverage through a health insurance exchange. Employees who decline medical insurance plan coverage shall receive an Health Incentive Plan in lieu payment of $150 per month over 24 pay periods. All declining employees must provide proof of alternative insurance coverage to be eligible for this payment.

An open enrollment period will occur each year prior to the effective date of each policy. Only during this time may the employee change insurance plans. An exception occurs if the employee claims a qualifying event affecting his/her family, then enrollment will be the first of the next month.
Tri-City provides term life insurance and accidental death and dismemberment policies, including short-term and long-term disability insurance. Additional voluntary (employee-paid) group rate supplemental plans are available through American Fidelity. American Fidelity also provides a Medical Expense and Dependent Care Flexible Spending Account, an IRS Code Section 125 benefit plan. Benefits for new hires receiving coverage and their dependents, are effective the first day of the calendar month following the employee's hire month.

Pursuant to the Patient Protection and Affordable Care Act ("ACA"), the Authority shall not retaliate against any employee who receives health insurance premium tax credits or a subsidy in the health insurance exchange; reports potential violations of protections afforded under Title I of the ACA; testifies, assists or participates in a proceeding concerning such violation; or objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be a violation of any provision of Title I of the ACA.

SECTION 18. MEDICARE

All employees hired after April 1, 1986, will have 1.45 percent of their base salary deducted from their paycheck to be paid to Medicare. The Authority will match the 1.45 percent, as mandated by law.

SECTION 19. PAY PERIOD

The compensation due to all employees of the Authority shall be on a bi-weekly basis.

SECTION 20. PAY DAYS

The payment of compensation, as well as paystubs, shall be made available by the Authority to employees on the pay date, the Friday following the completion of each bi-weekly pay period. In the

event that a pay date falls on a holiday, payment of compensation (as well as pay stubs) shall be made available to the Authority employee on the first work day preceding the holiday.

SECTION 21. TIME ENTRY

Time entry into Workforce Now (the System) is to be completed and approved by the employee and the employee's time and attendance supervisor no later than 11 am on the Monday following the completion of each bi-weekly pay period (Approval Deadline).

The employee's approval of their timecard indicates their attestation to the accuracy and completeness of their recorded hours. The time and attendance supervisors' approval of employees' timecards indicates their attestation to the accuracy and completeness of the employees' recorded hours.

Exempt and non-exempt employees shall be compensated based on the approved hours as recorded within the System. Modification of hours subsequent to the approval deadline (as noted above) will have to be documented and approved by the employee requesting the change and their time and attendance supervisor. These modifications will be applied to the subsequent pay period.

SECTION 22. LICENSURE / CERTIFICATION INCENTIVE PAY

For full-time staff who are preparing to get licensed or certified, Tri-City will pay up to $250 per calendar year for the cost of the class or workshop that is related directly to getting the license or certification. The license and certification must require continuing education units (CEUs) and be approved by the Department Head as having value to the Authority and relative to the employee's job classification, fees associated with registering/sitting for the exam are not covered.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

SECTION 23. LICENSE / REGISTRATION RENEWAL PAY

Tri-City will pay for the licensure and registration renewal fees for full-time staff whose duties require a license.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

RULE VI. LEAVE BENEFITS

SECTION 1. VACATION

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

A. Basis of Accrual.

Every full-time regular employee shall be entitled to a paid vacation leave following 6 months of full-time, continuous service with the Authority. Accrual shall take place on a bi-weekly basis as defined below:

Longevity	Accrual	Longevity	Accrual
0-2 Years	80 Hours	5-9 Years	128 Hours
3-4 Years	104 Hours	10+ Years	168 Hours

Vacation accrual shall be prorated for employees who begin or terminate their employment in the middle of the pay period. For purposes of this section, continuous service shall include time in which an employee is on authorized leave of absence with pay. Vacation leave will not accrue during leaves of absence without pay unless required by law.

B. Vacation Accrual.

All full-time employees shall be entitled to accrue vacation up to a maximum of 240 hours. No additional vacation hours can be accumulated until balance is below 240 hours. Supervisors shall encourage the taking of accrued vacation leave within the calendar year earned.

C. Effects of Holiday on Vacation Leave.

In the event one or more authorized Authority holidays fall within a vacation leave, such holiday shall not be charged as vacation leave.

D. Effects of Sick Leave on Vacation Leave.

In the event an employee becomes ill during his/her vacation period, such time shall not be charged as vacation leave, upon approval of the supervisor or Human Resources Department, if the following conditions are met:

1. Notice is given immediately to the employee's supervisor or the Human Resources Department. Sick leave will only be granted for those days on which notice is given or which follow notice to the Authority; and

2. Upon request, the employee submits a doctor's certificate for the period of sick leave. A doctor's note will not be required except as described in the Sick Leave policy contained in these Personnel Rules and Regulations.

E. Scheduling Vacations.

An employee may request his/her annual vacation leave at any time during the year, contingent upon determination by his/her supervisor that such absence will not adversely affect the department.
Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall request vacation time off through the ADP timesheet process.

F. Vacation Accrual Cash Out.

An employee may request a "Vacation Cash Out" of a maximum of eighty (80) accrued vacation hours during any fiscal year. Eligibility Criteria for a vacation accrual cash out are as follows:

1. The employee must be regular, full-time employee, who has completed his or her initial probationary period, if applicable.

2. A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.

Employees who meet the Eligibility Criteria for a Vacation Cash Out should complete and submit a Vacation Accrual Cash-Out Request Form available on Summit. Human Resources and Finance will review the request for approval or denial. Only full hour increments of accrued vacation leave may be requested. Vacation Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable. Approval of an employee's Vacation Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer.

Employees are not permitted to cash out more than 80 hours of vacation accruals during any one fiscal year (July 1-June 30).

G. Payment Upon Separation.

An employee separated from Authority service shall receive full compensation for accumulated vacation hours on the books at the employee's then current salary rate.

SECTION 2. SICK LEAVE

This section applies to all full-time and part-time employees employed by the Authority with the exception of Executive Management. Executive Management sick leave benefits are covered under the Executive Management Resolution.

A. Accrual of Sick Leave for Full-Time Employees.

Every full-time probationary, regular, and provisional (interim) employee shall accrue sick leave at the rate of 88 hours per year. Sick leave shall accrue on a bi-weekly basis, beginning on the first day of employment and shall be prorated when an employee begins or terminates his/her employment in the middle of a month. Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only as provided in this Section or as indicated by federal or state law.

B. Accrual of and Eligibility for Sick Leave for Part-Time and Temporary Employees.

Effective January 1, 2024, any existing part-time or temporary employees not otherwise provided paid sick leave shall be granted 40 hours of sick leave for use during the calendar year. Every year thereafter, on the first pay period in January, each covered employee shall receive an annual grant of 40 hours of sick leave for use during that calendar year. New hires shall receive an annual grant of 40 hours of sick leave upon the 90th day of employment at which time they are also eligible to use said sick leave.

This sick leave entitlement shall be reflected on the covered employee's regular pay stub. This annual grant does not rollover to the next calendar year and is not paid out upon separation from employment, promotion, or reclassification into a full-time classification. An employee who is promoted or reclassified from a part-time or temporary classification into a regular, full-time classification, will cease to be eligible for the annual front load grant of 40 hours of sick leave under this section and will assume the accrual of sick leave for full-time employees as outlined in the Authority's Personnel Rules and Regulations, Rule VI, Section

2.A. Any remaining hours not used prior to the promotion or reclassification from the annual front load grant of 40 hours will be forfeited.

Unused sick leave will be restored if a part-time or temporary employee separates from Tri-City but returns to work for Tri-City, in any position, within 12 months. Tri-City will comply with California law regarding sick leave for part-time employees in accordance with Labor Code section 245.5, 246, and 246.5.

C. Accumulation of Sick Leave for Full-Time Employees.

Sick leave may be accumulated indefinitely without limitation during the employee's full-time employment with the Authority.

D. Use of Sick Leave.

Employees may use sick leave for the following reasons:

1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's immediate family member (child of any age or dependency status, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling).
3. For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; ii) obtain medical attention or psychological counseling services from a shelter, program or crisis center; or iii) participate in safety planning or other actions to increase safety.

A full-time employee's use of one half of his or her annual accrued sick leave in a calendar year for the uses provided in this Section will be considered "Protected Sick Leave" in accordance with California Labor Code section 233.

E. Notification and Proof of Illness.

In order to be paid for time while absent from duty on sick leave, if the need for sick leave is foreseeable, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. If the need for sick leave is unforeseeable, the employee must notify his/her immediate supervisor of the need for leave as soon as practicable.

The Authority may require a full-time employee (or a part-time employee accruing sick leave) to provide a physician's certification to support any absence that involves the illness of the employee or family member if the Authority suspects that there is an abuse of sick leave by the employee. The Authority may also require such certification regarding sick leave use at any time to the extent permitted by law.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave, must provide certification of the need for leave within a reasonable time thereafter.

F. Payment Upon Separation.

Upon separation of employment from the Authority, a terminating full-time employee shall receive payment for accumulated sick leave up to a maximum of 240 hours. In addition, an Employee who is separating from employment for the purpose of retirement under the California Public Employee's Retirement System (CalPERS) may request that accrued and unused sick leave be converted to CalPERS service credit in accordance with applicable state laws and regulations. If the employee is re-employed by the Authority within 12 months of separating, the employee shall be credited with prior accrued, unused sick time that has not been cashed out. Payment upon separation is made upon the next regularly scheduled Authority pay date.

SECTION 3. HOLIDAYS

A. Authorized Holidays.

Every full-time employee shall be entitled to the following paid holidays, and/or other days designated by action of the Governing Board.

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Two (2) Floating Holidays (16 hours per calendar year; prorated for new hires)

The Executive Director may determine whether the Authority will observe a special day proclaimed by the President or Governor and may authorize an operational closure when consistent with the adopted budget and Governing Board-approved compensation and benefit structure. Permanent additions to the Authority's schedule of paid holidays, or other changes that materially increase employee leave or compensation benefits, require Governing Board approval.

B. Use of Floating Holidays.

A floating holiday shall be scheduled in the same manner as vacations. The employee will request the Floating Holiday through the ADP timesheet process. Approval of the requested day off shall be contingent upon determination that the employee's absence will not adversely affect the operations of the department. A floating holiday not used during a calendar year

will be cashed out on the last pay period of the calendar year. Upon separation of employment, any remaining floating holidays will be cashed out.

C. Weekends.

If a holiday falls on a Sunday, the following Monday will be observed as the holiday; or if the holiday falls on a Saturday, the Friday preceding will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off another working day immediately preceding or following the holiday, with the supervisor's approval, preferably within the same week but may be within the same pay period.

D. Flextime and Holidays.

If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately preceding or immediately following the holiday as their RDO instead.

E. During Unpaid Leaves.

Holiday pay will not be provided during a period in which an employee is on unpaid leave or other absence in which regular compensation is not provided.

F. New Hires.

A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

SECTION 4. COMPENSATORY TIME OFF

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

Refer to Rule V. Section 12 (D) of these rules and regulations for policies governing the use of compensatory time. An employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period unless such scheduling will unduly disrupt the operations of the Authority. Upon separation of employment, any remaining compensatory time off will be cashed out.

SECTION 5. PREGNANCY DISABILITY LEAVE

This section applies to all eligible Authority employees.

The Authority will allow leave in accordance with the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 6. FAMILY AND MEDICAL LEAVE / FAMILY RIGHTS ACT

This section applies to all eligible employees employed by the Authority.

The Authority will allow family medical leave for eligible employees in compliance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("CFRA"). California law

shall prevail unless preempted by federal law. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 7. BABY BONDING LEAVE

This section applies to all eligible Authority employees.

New-child bonding is part of CFRA and allows eligible employees to take up to 12 weeks of leave to bond with or care for a newborn child, a newly adopted child or a child newly placed in foster care. There is no requirement that either the employee or child have a serious health condition, nor must the employee be disabled by pregnancy, childbirth or a related medical condition before taking CFRA leave for reason of birth of the child. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 8. MILITARY LEAVE

This section applies to all eligible Authority employees.

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Department Director with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

The Department Director shall advise Human Resources of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on military leave in accordance with the Military and Veterans Code of the State. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

This provision shall not be construed to grant any other benefits, other than those provided by state and federal law, to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

SECTION 9. LEAVE OF ABSENCE WITHOUT PAY

A. General Policy.

This policy shall not apply to any leave of absence required by law.

An employee may be granted a leave of absence without pay for up to 30 days upon the recommendation of his/her supervisor and approval of the Executive Director. A leave of absence in excess of thirty days may only be granted by the Department Director and Human Resources for any of the following reasons:

1. To take a course of study which will increase the employee's usefulness on return to his/her position in the Authority service;

2. For personal reasons approved by the Executive Director and Department Director. Use of a leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-Authority employment where the employment is an internship.

B. Authorization Procedure.

Requests for leave of absence without pay shall be made upon the Request for Time Off Form and submitted to the Department Director for approval and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall be transmitted to the Executive Director for final approval. The action of the Executive Director shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to Human Resources, Accounting, the Department Director and the employee.

C. Length of Leave and Extension.

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the Executive Director and Department Head may extend such leave for an additional period not to exceed one (1) year. Procedure in granting such extensions shall be the same as granting the original leave provided that the request for extension is made no later than 30 calendar days prior to the expiration of the original leave.

D. Return From Leave.

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her supervisor at least 14 calendar days prior to the day he/she plans to return.
The supervisor shall promptly notify the Department Director and Executive Director of the employee's intention. Failure on the part of the employee to report for work promptly at the date of leave expiration, or within a reasonable time after notice to return to duty, shall constitute a separation from service. Paid leaves, i.e., vacation, sick leave and holidays, and other similar benefits shall not accrue to an employee granted such leave during the period of absence. An employee on leave of absence does not have any of the privileges granted regular full-time employees, except as otherwise required by law. Unless required by law, the Authority will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

SECTION 10. BEREAVEMENT LEAVE

This section applies to all Authority employees.

Any accrued vacation, sick, compensation time or floating holiday pay can be used for Bereavement, but must be approved by the Supervisor. As employees are required to use their own time for Bereavement leave, employees shall request the time off through his or her Supervisor through the normal request for time off practice.

SECTION 11. WORKERS' COMPENSATION

This section applies to all eligible Authority employees.

All injuries sustained in the course of employment shall be reported as soon as practicable to the supervisor, who shall in turn immediately report the same to Human Resources or the Chief Operations Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required form to Human Resources within 24 hours following the injury. Medical care and payments for temporary and permanent disabilities incurred in the course of employment shall be paid as prescribed by State law. Any regular employee shall continue to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee.

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

SECTION 12. EMPLOYEE TIME OFF FOR VOTING

This section applies to all Authority employees.

California Elections Code Section 14001 requires agencies to post a notice to employees advising them of provisions for taking paid leave for the purpose of voting in statewide elections. The notice must be posted ten (10) days before a state wide election. In general, a statewide election is defined as one in which all voters in the state have an opportunity to vote on at least one common race or issue. Employees are eligible for up to two (2) hours of paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote to workers who would not be able to do so because of their jobs. Voting hours are from 7:00 a.m. to 8:00 p.m. Employees can be given as much time as they need in order to vote, but only a maximum of two hours is paid. Employees must give notice to their supervisors at least two (2) working days prior to the statewide election that they will need additional time off for voting. Employees will be required to take the time off only at the beginning or end of the employee's shift.

SECTION 13. FAMILY SCHOOL PARTNERSHIP ACT/PARENTAL LEAVE

This section applies to all Authority employees.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care facility, can take off up to 40 hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee, prior to taking the time off, must give reasonable notice to Tri-City of the planned absence. The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section.

An employee may also utilize time off without pay for this purpose if approved by his/her supervisor. The supervisor may request the employee provide documentation from the school or licensed child care facility as proof that he or she participated in school or licensed child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the Authority at the same work site, only the first parent requesting will be entitled to leave under this provision. At the discretion of the Department Director(s), the Authority will allow both parents to take leave under this provision.

SECTION 14. JURY DUTY

It shall be the general rule to excuse employees of the Authority from regular responsibilities of their positions when called for jury duty for a period not exceeding 15 working days. No employee shall be disciplined or separated as a result of jury duty service. An employee who is summoned to serve on a jury must notify his or her supervisor or program manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. The time spent off the job by the full-time, regular employee while actually serving on jury duty under the supervision of the court shall be compensated on a straight time basis, limited to the employee's normal workday schedule. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee excused from jury duty prior to the completion of his/her normal workday must return to work. All per diem reimbursement paid the employee by the court shall be endorsed to the Authority. It shall be the duty of the employee requesting compensation under this provision to present court verification of time and dates of such employee's jury duty. Failure to provide court verification of jury duty attendance for each day and any reimbursement of the court per diem to the Authority shall be cause for the Authority not to compensate the employee for jury duty.

SECTION 15. WITNESS LEAVE

This section applies to all Authority employees.

A. Subpoena.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her Tri-City job duties will do so without loss of compensation. The time spent will be considered work time. The Authority will offset the amount from pay the employee receives for witness fees.

B. Exception for Employee-Initiated or Non-Authority Related Lawsuits.

An employee who is subpoenaed to appear or who appears in court in a matter unrelated to his or her Authority job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

SECTION 16. TIME OFF FOR VICTIMS OF VIOLENT CRIMES, STALKING OR DOMESTIC VIOLENCE

This section applies to all Authority employees.

A. Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the Authority a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the

registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

B. Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

C. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off.

D. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the Authority within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

SECTION 17. ADMINISTRATIVE LEAVE

This section applies to all Authority employees.

The Authority has the right to place an employee on leave at any time with full pay. Under authority delegated by the Executive Director, Human Resources or other designated management may place an employee on administrative leave pending investigation of misconduct, potential disciplinary action, or other operational or personnel circumstances that reasonably warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal solely from placement on paid administrative leave.

RULE VII. EMPLOYEE DEVELOPMENT

SECTION 1. TRAINING

This section applies to all Authority employees.

A. Responsibility.

The responsibility for developing Authority-wide training programs for employees shall be assumed jointly by the Human Resources Department and department directors/managers. Training programs may include lecture courses, demonstrations, attendance at conferences, assignment of reading material, or such other programs as may be available for the purpose of improving the efficiency and broadening the knowledge of employees in the performance of their duties and responsibilities.

B. Orientation.

All new employees will be scheduled for the New Employee Orientation on their first day of hire, in order to receive an introduction to Authority employment. Representatives from each department will give an overview of how their department operates and how the various programs are integrated into their work. This includes an introduction to Tri-City, Revenue, review of the Recovery Model, Quality Assurance, Collaborative Documentation, information on the Wellness Authority and our Outreach programs. In addition, the new hire will receive HIPAA, Privacy and Security training, Safety training and information on Tri-City policies and procedures. During this period, employees will also be asked to complete new-hire forms and documents necessary to complete the hiring process and receive their Employee ID badge.

C. Mandatory All Staff Trainings.

1. All new hires will be assigned the following mandatory staff trainings. These trainings must be completed by the end of the employee's probationary period (with the exception of Sexual Harassment) and then annually as required. Certificates of Completion will be maintained in the HR Department on each employee.

    a. Bloodborne Pathogens
    b. Boundaries
    c. Community Resiliency Model (CRM) Non-Clinical staff
    d. Trauma Resiliency Model (TRM) Clinical staff
    e. Crisis Prevention Institute (CPI) Non-violent Crisis Intervention Training
    f. Cultural Diversity (Competency)
    g. Mental Health First Aid (MHFA)
    h. Motivational Interviewing (MI)
    i. Sexual Harassment for Employees (Must be completed within the first 30 days of hire)
    j. Sexual Harassment for Supervisors in California (Must be completed within first 30 days of hire)

k. Adverse Childhood Experiences (ACEs)

l. Human Trafficking: Sexual Exploitation

2. All existing staff will be assigned the following mandatory staff trainings. These staff should have completed all new hire trainings as listed in section C(I). Human Resources will notify all employees and their supervisors of any incomplete training assignments. Certificates of Completion will be maintained in the Human Resources Department on each employee.

a. Bloodborne Pathogens – annually

b. Cultural Diversity (Competency) - annually

c. HIPAA Privacy - annually

d. Sexual Harassment for Supervisors in California – bi-annually

e. Sexual Harassment for Employees in California – bi-annually

RULE VIII. SEPARATION

SECTION 1. RESIGNATION

Executive Management employees are excluded from this section.

An employee wishing to leave in good standing shall file a written resignation with his/her supervisor at least two (2) calendar weeks before leaving service, unless, because of extenuating circumstances, the supervisor agrees to permit a shorter period of notice. The written resignation shall be immediately forwarded to Human Resources. The filing of the written resignation with the supervisor shall be deemed official notice to and acceptance by the supervisor. Once a written resignation is tendered, the resignation may not be withdrawn by the employee without the consent of the supervisor. Once a resignation has been tendered, the Authority reserves the right to release the employees from duty at their discretion. The resignation of an employee who fails to give notice may be cause for denying future employment by the Authority. Payment for hours worked up to the resignation date will be paid at the next scheduled pay date.

All assigned Authority property and/or equipment in their possession or control must be returned on or before the last day of employment. This includes keys, employee identification badges, cell phones and other materials provided by the Authority.

All employees leaving the Authority service will be encouraged to participate in an exit interview. At the exit interview, employees will be advised of their rights on benefits and insurance. Employees will be given an opportunity to discuss their views on the Authority, their department, training, and other subjects upon which they would like to comment.

SECTION 2. RETIREMENT SYSTEM / RETIREMENT

This section applies to all Authority employees.

Regular full-time employees of the Authority or part-time employees employed over 1000 hours in a fiscal year, as a condition of employment shall become members of the California Public Employee's Retirement System (CalPERS), in accordance with the existing legislation governing retirement. The Authority participates in the two percent (2%) at 62 Plan for those hired on or after January 1, 2013. Employees hired prior to January 1, 2013 participate in the 2% at 55 plan. Employees

contemplating retirement should contact Human Resources at least 90 days prior to their anticipated retirement date.

SECTION 3. LAYOFF PROCEDURES

This section applies to all full-time, regular Authority employees.

A. The Authority may lay off employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. Governing Board approval is required when a reduction in force entails elimination of a program, material organizational restructuring, elimination of a classification, or a material amendment to the adopted budget. Within Governing Board-approved policy and budgetary authority, the Executive Director is authorized to determine and implement individual position and employee impacts in accordance with these Rules. A layoff is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Authority determines that a reduction in the workforce is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.

B. Whenever possible, employees to be laid off shall be given at least 30 calendar days prior notice. The employee shall be advised in writing by the Human Resources Department of any and all rights available to employees scheduled to be laid off.

C. Employees in the classification, program, and/or department that have been reduced will be laid off in accordance with their classification, seniority, funding, grant and/or special project training. When two or more employees have relatively equal skills, qualifications and ability to perform the work without further training, the employee(s) with the least seniority in the affected classification will be laid off first.

SECTION 4. EXTENDED BENEFITS – COBRA

This section applies to all eligible Authority employees.

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for the temporary continuation of health care coverage. COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight [8] months). Otherwise, when the qualifying event is the end of employment

or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

RULE IX. DISCIPLINE

SECTION 1. DISCIPLINARY AND APPEALS PROCEDURES

A. Excluded Positions.

The disciplinary and appeals procedures set forth in this section do not pertain to Executive Management and employees that are specifically excluded from the competitive service as listed in Rule II, Section 1 of these rules and regulations. In addition, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

B. Notification and Approval of Department Directors

The Supervisor must notify and receive approval from the appropriate Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, and Medical Director) and HR prior to proposing or imposing any personnel action or discipline as it pertains to Rule IX of these Rules and Regulations.

C. Basis For Disciplinary Action.

The tenure of employment at the Authority shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with due consideration of the employee's performance record. Although not an all-inclusive list, the following are examples of infractions which will result in disciplinary action up to, and including, dismissal:

1. Dishonesty – Including, but not limited to, falsification of records, billing claims, or timesheets, willful omission of information, misrepresentation of a material fact, etc.

2. Theft.

3. Unsatisfactory job performance, incompetence, inefficiency or negligence in the performance of duties, including failure to perform assigned task or failure to discharge duties in a prompt, competent and responsible manner.

4. Intemperance.

5. Discourteous or offensive treatment of the public or other employees.

6. Failure to cooperate with employee's supervisor or fellow employees.

7. Disobedience, insubordination or insulting or demeaning the authority of a supervisor or manager.

8. Reporting to work under the influence of drugs, controlled substances or alcohol or possessing, transferring, selling or using drugs, controlled substances or alcohol in Authority offices, vehicles, work areas, or on Authority property during work hours including paid or unpaid break periods.

9. Unexcused absence.

10. Excessive and/or patterned absenteeism or tardiness.

11. Violation of any Authority Personnel Rule or Regulation or Authority Policy and Procedure, including but not limited to those contained in this manual.

12. Violations of rules, regulations, orders, or directives established by a supervisor.

13. Conviction of a felony that has a nexus to the employee's job duties. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

    Human Resources may, in its sole discretion, take disciplinary action upon the conviction of the offense, when the time for appeal has elapsed, or when order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of section 1203.4 of California Penal Code allowing such person to withdraw his/her plea and enter a plea of not guilty, or setting aside a verdict of guilty, or dismissing the accusation or indictment.

14. Misuse, abuse or unauthorized use of Authority property, including, but not limited to physical property, tools, equipment, Authority communications systems, Authority vehicles, intellectual property or certifications.

15. Mishandling of public funds.

16. Substandard job performance.

17. Disciplinary action by a licensing board in connection with a job related license.

18. Verbal or physical abuse and/or harassment.

19. Failure to submit timesheets in a timely manner.

20. Failure to meet established productivity standards.

21. Failure to comply with service documentation standards, including failure to possess, keep in effect, or report loss of any license, certificate or other similar requirement specified in the employee's job description.

22. Breach of Acceptable Use Agreement for improper use of Authority Information Technological equipment.

23. Unauthorized disclosure or release of health information[1] that relates to any individual served by the Authority.

24. Use of leave in a manner not authorized or provided for pursuant to Authority policies.

25. Unapproved outside employment or activity that violates the Authority's policy, or other enterprise that constitutes a conflict of interest with service to the Authority.

26. Any conduct that impairs, disrupts, or causes discredit to the Authority, the employee's Authority employment, to the public service, or other employee's employment.

27. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.

28. Failure to comply with OSHA Safety Standards and Authority safety policies.

29. Working overtime without prior authorization or refusing to work assigned overtime.

30. Carrying firearms or other dangerous weapons on Authority premises at any time, unless authorized to do so.

31. Horseplay or fighting.

32. Abuse of Company Time – excessive time spent on non-work related issues, including internet/phone usage and/or socializing.

33. Retaliation - It is illegal and inappropriate to retaliate against any person who has participated in complaining or providing information regarding allegations of misconduct.

D. Types of Discipline.

The types of personnel actions or discipline, which may be taken, in reverse order of severity, are (dismissal, demotion, reduction in step within a range, suspension, and written and verbal reprimand):

1. *Dismissal*. The discharge of an employee from the Authority service. Documents related to discharge shall become a part of an employee's personnel file when the

[1] "Health Information" means any information, whether oral or recorded in any form or medium that: (a) is created or received by Tri-City Mental Health Authority; and (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future for the provision of health care to an individual. (45 CFR Part 164.530 (e) (i))

discipline becomes final. A discharged employee is entitled to prior written notice and appeal as provided herein.

2. *Demotion*. Demotion without consent as a disciplinary action shall be reduction in classification or rank to a lower classification or rank with reduction in salary. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.

3. *Reduction in Salary*. The reduction of pay within the salary range. The maximum reduction in pay that may be given for any one disciplinary action shall be ten percent (10%) within the range for that class. Reduction in pay shall become effective on the first day of the pay period following the effective date of the disciplinary action. Reduction may be made on a regular or temporary basis. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.

4. *Suspension.* Any person holding the position of employment in the competitive service shall be subject to disciplinary suspension without pay not to exceed 30 cumulative days in a 12 month period. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.

5. *Written Reprimand*. An official notification in writing by the immediate supervisor to the employee that there is cause for dissatisfaction with his/her performance or behavior and that further disciplinary action may be taken if the cause is not corrected. Written reprimand shall be made a part of the employee's official personnel record and may not be appealed. The employee has the right to have a written response attached to the reprimand in the employee's personnel file if the response is submitted to the Human Resources Department within ten (10) working days of the date the reprimand was received.

6. *Verbal Reprimand*. An oral warning or statement of dissatisfaction with employee's performance or behaviors. A verbal reprimand will be memorialized in writing and retained in the supervisor's file until the completion of the evaluation year and documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand may not be appealed under this policy. Aside from the performance evaluation, no record of the verbal reprimand is placed in the employee's personnel file unless subsequent more severe disciplinary action is taken.

E. Procedures For Discipline.

Respective levels of disciplinary actions will be imposed based upon the seriousness of the employee's disciplinary problem. However, a higher level of disciplinary action may be imposed for serious violations of policy, repeated or chronic minor offenses which have resulted in previous lower level disciplinary action, or based upon a history of repeated offenses discovered by the supervisor.

1. *Verbal Reprimand*. The supervisor will notify the employee of the specific performance and/or behavioral deficiencies and the efforts to be undertaken

to correct them. Following the verbal reprimand the supervisor will submit a memorandum to the employee which documents the matters discussed, the employee's response and the understanding reached. The memorandum shall include a statement that this memorandum will not be included in the employee's personnel file unless the matters of concern are not satisfactorily resolved and more severe disciplinary action is subsequently taken.

3. *Written Reprimand*. When a written reprimand is given it shall be in writing. The immediate supervisor shall give the employee a copy and forward a copy to Human Resources for retention in the employee's official personnel file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations for change by the employee, how the supervisor will assist, and notice of further action in the event that a change by the employee does not occur.

Employee's Response and Opportunity to Respond to Written Reprimand. Written reprimands may not be appealed. Full-time regular employees who have received a written reprimand may present a written response to the reprimand and have the written response placed in the personnel file.
Any written response must be submitted to the Human Resources Department within ten (10) working days of receipt of the written reprimand to be included in the employee's personnel file.

4. *Skelly Process*. Pre-Disciplinary Procedure for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

a. **Notice of Intent to Discipline**. The employee will be provided a written notice of intent to discipline that contains the following:

   ii. The level of discipline intended to be imposed;

   iii. The specific charges upon which the intended discipline is based;

   iv. A summary of the facts upon which the charges are based;

   v. A copy of all materials, reports, or documents upon which the intended discipline is based;

   vi. Notice of the employee's right to respond to the charges within five (5) working days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;

   vii. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and

   viii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

b. **Employee's Response and the Skelly Conference**.

   i. If the employee requests an informal conference timely (within five (5) working days from the date of the Notice of Intent) to respond orally to the charge(s), the conference must be scheduled at least seven (7) working days from the

date of the employee's official request. The conference will be an informal meeting with the supervisor and Human Resources, at which the employee has an opportunity to rebut the charges against him or her and/or present any mitigating circumstances, and shall have the right to representation. This is not intended to be an adversarial hearing. The employee will not have the opportunity to cross examine the Authority nor to present a formal case in opposition to the proposed discipline.
The supervisor will consider the employee's presentation before any final decision is made on the proposed disciplinary action.

ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the decision on whether disciplinary action shall be made without any response from the employee.

c. **Final Notice of Discipline**.

i. Before issuing the final notice, the immediate supervisor shall consult with the Human Resources Department, and at Human Resources discretion, may also consult with legal counsel. Within ten (10) working days of receipt of the employee's timely written response, within ten (10) working days of the informal conference, or within ten (10) working days after the expiration of the employee's time to respond to the Notice of Intent, whichever comes last, the immediate supervisor, with the approval of the Human Resources Department, will:

(1) Dismiss the notice of intent and take no disciplinary action against the employee,

(2) Modify the intended disciplinary action, or

(3) Impose the disciplinary action as originally proposed.

ii. In any event, the supervisor will prepare and provide the employee with a notice that contains the following:

(1) The level of discipline, if any, to be imposed and the effective date of the discipline;

(2) The specific charges upon which the discipline is based;

(3) A summary of the facts upon which the charges are based;

(4) A copy of all materials, reports, or documents upon which the discipline is based; and

(5) A statement of the nature of the employee's right to appeal and the deadline to appeal.

F. Evidentiary Appeal Procedure Following Disciplinary Action for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

1. *Employee's Right to Appeal*. A regular, for-cause employee may appeal the final notice of discipline in the form of suspension without pay, demotion, reduction in pay, or discharge by delivering a written answer to the charges and a request for appeal to the Human Resources Manager or designee, who will forward the appeal to the Executive Director. The written answer and request for appeal *must be received* no later than five (5) working days from:

   a. receipt of the final notice of discipline; or

   b. the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. If the employee fails to timely submit a written request for appeal, the employee's right to appeal is waived and the action of the Authority shall be considered conclusive and shall take effect as prescribed.

2. *Date and Time of the Appeal Hearing*. Once the Appeal Hearing Officer has been designated, the Executive Director will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Executive Director may dismiss the appeal.

3. *Hearing Officer*. In his or her sole discretion, the Executive Director may:

   a. Serve as the Hearing Officer and choose to hear the evidentiary appeal directly, or

   b. He or she may authorize the Authority's retention of an independent, mutually agreeable, Hearing Officer to hear the appeal and make a recommendation to the Executive Director.

      Should a Hearing Officer be retained, the Hearing Officer's decision shall be advisory only. The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee. The decision of the Executive Director shall be final and conclusive administrative action.

4. *Identification of Issues, Witnesses and Evidence*. Not later than ten (10) days prior to the appeal hearing, each party will provide each other and the Hearing Officer with a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit.

5. *Conduct of the Appeal Hearing*.

   a. **Subpoenas**. The Executive Director has authority to issue subpoenas in the name of the Authority prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. Tri-City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

      Tri-City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless Tri-City agrees to a different arrangement.

   b. **Continuances**. The Hearing Officer may continue a scheduled hearing only upon good cause shown.

   c. **Record of the Proceedings**. All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/ her/ its own copy of a transcript.

   d. **The Hearing Officer's Authority During the Hearing**. The Hearing Officer has the authority to control the conduct of the hearing and to recommend to the Executive Director to affirm, modify, or revoke the discipline.

   e. **Conduct of the Hearing**.

      i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Hearing Officer decides is the most conducive to determining the truth.

      ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

      iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.

      iv. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil litigation.

      v. Irrelevant and unduly repetitious evidence may be excluded by the Hearing Officer.

vi. The Hearing Officer shall determine relevance, weight and credibility of testimony and evidence.

vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.

viii. All witnesses shall be administered the oath to testify truthfully prior to testifying at the hearing. The Hearing Officer or the court reporter shall request each witness to raise his or her right hand and respond to the following: “Do you swear or affirm that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?

f. **Burden of Proof at the Hearing**. The Authority has the burden of proof of the factual charges by a preponderance of the evidence.

g. **Right to Due Process**. The employee shall have the following due process rights during the hearing:

ii. The right to be represented by legal counsel or another chosen representative, at his or her own expense;

iii. The right to call and examine witnesses on his or her behalf;

iv. The right to introduce evidence;

v. The right to cross-examine opposing witnesses on any matter relevant to the issues;

vi. The right to impeach any witness regardless of which party first called him or her to testify; and

vii. The right to rebut evidence against him or her.

h. **Hearing to be Closed to the Public**. The hearing will be closed to the public unless the employee requests that it be open.

i. **Presentation of the Case**. The parties will address their remarks, evidence, and objections, to the Hearing Officer. All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or of the Hearing Officer.

The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Hearing officer directs otherwise:

i. The Department shall be permitted to make an opening statement.

ii. The employee shall be permitted to make an opening statement.

iii. The Department shall produce its evidence.

iv. The employee shall produce his or her evidence.

v. The Department, followed by the employee, may offer rebuttal evidence.

vi. Closing arguments of not more than 20 minutes by each party shall be permitted at the discretion of the Hearing Officer. The Department shall have

the right to argue first, the employee may argue second, and the Department may reserve a portion of its argument time for rebuttal.

j. **Written Briefs by the Parties**. The Hearing Officer or the parties may request the submission of written briefs. The Hearing Officer will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

i. Written Findings and Decision.

(1) **Independent Hearing Officer**. The Hearing Officer shall render a statement of written findings and recommendation to the Executive Director. The Hearing Officer's decision shall be advisory only.

The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee.

The Executive Director shall review the Hearing Officer's findings and issue a final decision within 30 days after he or she receives the Hearing Officer's findings. The Executive Director's decision shall be conclusive, final and binding administrative action.

(2) **Executive Director**. If the Executive Director heard the appeal directly, he or she shall render a statement of written findings and decision within 30 days after the hearing has been completed and the briefs, if any, have been submitted. The Executive Director's decision is conclusive, final and binding administrative action.

k. Proof of Service of the Written Findings and Decision. The Executive Director shall send his or her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. It shall be the responsibility of the employee to inform the Executive Director of his/her address. Copies shall also be distributed to the Human Resources Supervisor or Manager.

l. Statute of Limitations. The Executive Director's written findings and decision is final administrative action. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to file a petition for writ of mandamus with the Superior Court, County of Los Angeles.

RULE X. RECORDS

SECTION 1. PERSONNEL FILE

A. Official File.

The Human Resources Department shall maintain the "official" personnel file for each employee. Information contained in these files shall include classification title, the department to which assigned, salary, changes in employment status, disciplinary actions, performance evaluations, commendatory materials, and such other information as is required by law or that may be considered necessary and relevant to the administration of Tri-City's personnel program. Personnel files are the property of Tri-City, and access to the information they contain is restricted to protect employee privacy interests.

1. Every appointment, transfer, promotion, demotion, change of salary rate, and other temporary or permanent changes in status of employees shall be reported to Human Resources for the employee, and shall be retained in the employee's "official" personnel file in the Human Resources Department.

B. Update of File.

It shall be the responsibility of each employee to keep his/her supervisor/manager notified (in writing) concerning any changes in his or her contact and benefits information, including: number and names of dependents, correct mailing address, telephone number, and the person to be contacted in case of an emergency.

C. Medical Information.

1. *Separate Confidential Files*. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state and federal law.

2. *Information in Medical Files*. Tri-City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable Tri-City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.
3. *Access to Medical Information*. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Tri-City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. Tri-City will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. Tri-City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, Tri-City will communicate those limitations to the person or entity to which it discloses the medical information.

D. References and Release of Information in Personnel Files.

1. *Public Information*. Upon request, Tri-City will release to the public information about its employees as required by the Public Records Act. Tri-City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.

2. *Reference Checks*. All requests from outside Tri-City for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form attached to this rule, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors shall not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Department on a case-by-case basis.

3. *Medical Information***.** Medical information will be released only in accordance with subsection C above.

E. Employee Access to Personnel File.

1. *Inspection of File*. A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records one time per year provided that the record is still being maintained. Personnel files will be destroyed five years after the employee separates from the Authority as in accordance with the law. If an employee wishes to view his/her personnel file, he/she will schedule an appointment with Human Resources, or designee. The review must be done in the presence of an employee of the Human Resources Department.

2. *Copies*. A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the Human Resources Department in writing. The Authority may charge a fee for the actual cost of copying.

3. In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The Human Resource Department will notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.

4. Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

(End of Document)

Agenda Item No. 10

Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, MA, LMFT, Executive Director

BY: Sheryll Prinz-McMillan, LMFT, Chief Administrative Officer
Diana Acosta, CPA, Chief Financial Officer

SUBJECT: **Consideration of Resolution No. 893 Awarding a Contract to Guaranteed Janitorial Service, Inc. for Janitorial Services in the amount of $833,398 for three years (Fiscal Years 2027 through 2029) with an Option to Extend the Term for an additional two years (Fiscal Years 2030 and 2031) in the amount of $567,734 for a total Amount of $1,401,132 and Authorizing the Executive Director to Execute the Contract and Authorize an Amendment to the 2026-27 Operating Budget in the amount of $45,000 Increasing Janitorial Services Expense**

Summary:

Staff is seeking Governing Board approval of a resolution authorizing a contract award for Janitorial Services to Guaranteed Janitorial Service, Inc. Approval would allow the Executive Director to execute and enter into a three-year agreement with Guaranteed Janitorial Service, Inc. with an option to extend the Agreement for two additional years. This agreement would allow Guaranteed Janitorial Service, Inc to provide janitorial services for 7 properties owned and/or leased by Tri-City Mental Health Authority.

Background:

Tri-City Mental Health Authority ("Tri-City") currently utilizes janitorial services at various Tri-City locations and the existing agreement for janitorial services is set to expire on or about October 31, 2026 and staff conducted a Request for Proposals Process to select a new janitorial services provider. Tri-City requested proposals for a three (3) year initial agreement period with the possibility of two additional annual extensions for a total of five (5) years, subject to the annual review and recommendation of the Executive Director, the concurrence of the Governing Board, and the annual availability of a budget appropriation. The existing agreement was extended to maintain continuity while Tri-City completed the competitive process for a new long-term janitorial services contract.

On July 16, 2026, Tri-City issued RFP No. 2026-0704 for Janitorial Services, posted the RFP on Tri-City's website, and distributed the RFP to twelve (12) janitorial companies and through the August 11, 2026 deadline, Tri-City received sixteen (12) Proposals.

Proposals were reviewed and evaluated by an Ad Hoc evaluation committee made up of various Tri-City staff including management staff. The evaluation committee reviewed written proposals, references, vendor interviews, cost, and non-cost factors. Three proposals passed the completeness review. Guaranteed Janitorial Service, Inc. was the middle-priced of the three evaluated proposals and received the highest overall evaluation score, 84.25 points. The committee determined that the firm offered the best overall value based on qualifications, staffing, quality assurance, communication, responsiveness, customer service, and service-delivery capabilities. Based on these evaluations, the committee selected Guaranteed Janitorial Service, Inc.

The proposal provides recurring evening cleaning, consumable supplies, and scheduled periodic services across seven locations totaling 72,984 square feet and include the following locations and proposed pricing:

Locations	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
2001 N. Garey Ave	$ 34,274	$ 34,648	$ 35,030	$ 35,420	$ 35,420	$ 174,792
2008 N. Garey Ave	60,224	60,882	61,553	62,238	62,238	307,135
Wellness Center	30,195	30,525	30,861	31,186	31,186	153,953
1900 Royalty Drive	67,185	67,929	68,688	69,462	69,462	342,726
1902 Royalty Drive	37,656	38,107	38,527	38,956	38,956	192,202
431 W. Baseline Road	28,063	28,298	28,537	28,781	28,781	142,460
1717 N. Indian Hill Blvd	17,200	17,404	17,612	17,824	17,824	87,864
Totals	$ 274,797	$ 277,793	$ 280,808	$ 283,867	$ 283,867	$ 1,401,132

Tri-City's current janitorial-services rate is $12,354.58 per month, or $148,254.96 annualized, rounded to approximately $148,255. The Year 1 proposal is $274,797, an increase of approximately $126,542, or 85.4%, over the annualized current rate. The comparison is not like-for-like because the proposed agreement covers two new locations and includes defined consumable supplies and periodic services. The 85.4% increase should therefore not be characterized as an 85.4% inflationary increase as it reflects the combined effect of a larger service footprint, additional locations, recurring supplies, scheduled periodic services, and changes in underlying operating costs.

Staff estimates that the proposed service area is approximately 30% larger than the prior service footprint as two new locations are now included. The remaining increase appears to be driven by broader market conditions affecting service providers, including increases in labor, cleaning supplies, fuel, transportation, insurance, and compliance costs. During contract review discussions, labor, supply, and fuel costs were specifically identified as

key cost drivers. Based on information gathered, including information from the California Department of Industrial Relations, and Division of Labor Standards Enforcement, the following estimated market increases have been experienced since 2021:

- Labor and benefits: 25%–35%
- Supplies and consumables: 20%–25%
- Fuel and transportation: 20%–40%
- Insurance and compliance: 15%–30%

The new locations include the new administrative building in Claremont, and the additional leased suites at the 1902 Royalty location in Pomona. These two new locations are not expected to be occupied until later in the fiscal year and as such some costs savings will be experienced.

Fiscal Impact:

The Year 1 contract amount is $274,797; however, the full amount will not be incurred during Fiscal Year 2026-27 due to the November contract start date and the phased-in commencement of janitorial services at two additional facilities. The adopted FY 2026-27 budget currently includes $168,522 for Janitorial Services and Supplies. Based on the anticipated service schedule for the remainder of the fiscal year, an additional $45,000 is required, increasing the FY 2026-27 budget for these services to $213,522.

The additional $45,000 will be funded through available BHSA and Realignment net reserves. Accordingly, a budget amendment of $45,000 is requested to provide sufficient expenditure authority for the remainder of FY 2026-27.

Recommendation:

Staff recommends that the Governing Board adopt the Resolution awarding the contract for Janitorial Services to Guaranteed Janitorial Service, Inc. and authorize the Executive Director to execute a Three-Year Agreement with Guaranteed Janitorial Service, Inc. in the amount of $833,398, with an option to extend for two additional years in the amount of $567,734, totaling $1,401,132 for five years. Additionally, authorize the amendment to the 2026-27 Operating Budget in the amount of $45,000 to the Janitorial Service and Supplies Budget line item.

Attachments

Attachment 10-A: Request for Proposals for Janitorial Services
Attachment 10-B: Proposals from Guaranteed Janitorial Service, Inc.

RESOLUTION NO. 893

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT FOR JANITORIAL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND AUTHORIZE AN AMENDMENT TO THE FISCAL YEAR 2026-27 BUDGET BY INCREASING JANITORIAL SERVICES EXPENSE IN THE AMOUNT OF $45,000.

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

1. Governing Board hereby approves the Agreement for Janitorial Services ("Agreement") between Tri-City Mental Health Authority and Guaranteed Janitorial Service, Inc. in the amount of $833,398 for three years (Fiscal Years 2027 through 2029) with an option to extend the term for an additional two years (Fiscal Years 2030 and 2031) in the amount of $567,734 for a total Amount of $1,401,132.

2. The Governing Board hereby authorizes and directs the Executive Director to execute the Agreement and authorizes an amendment to the Budget for Fiscal Year 2026-27 by increasing Janitorial Services Expense in the amount of $45,000.

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held October 21, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

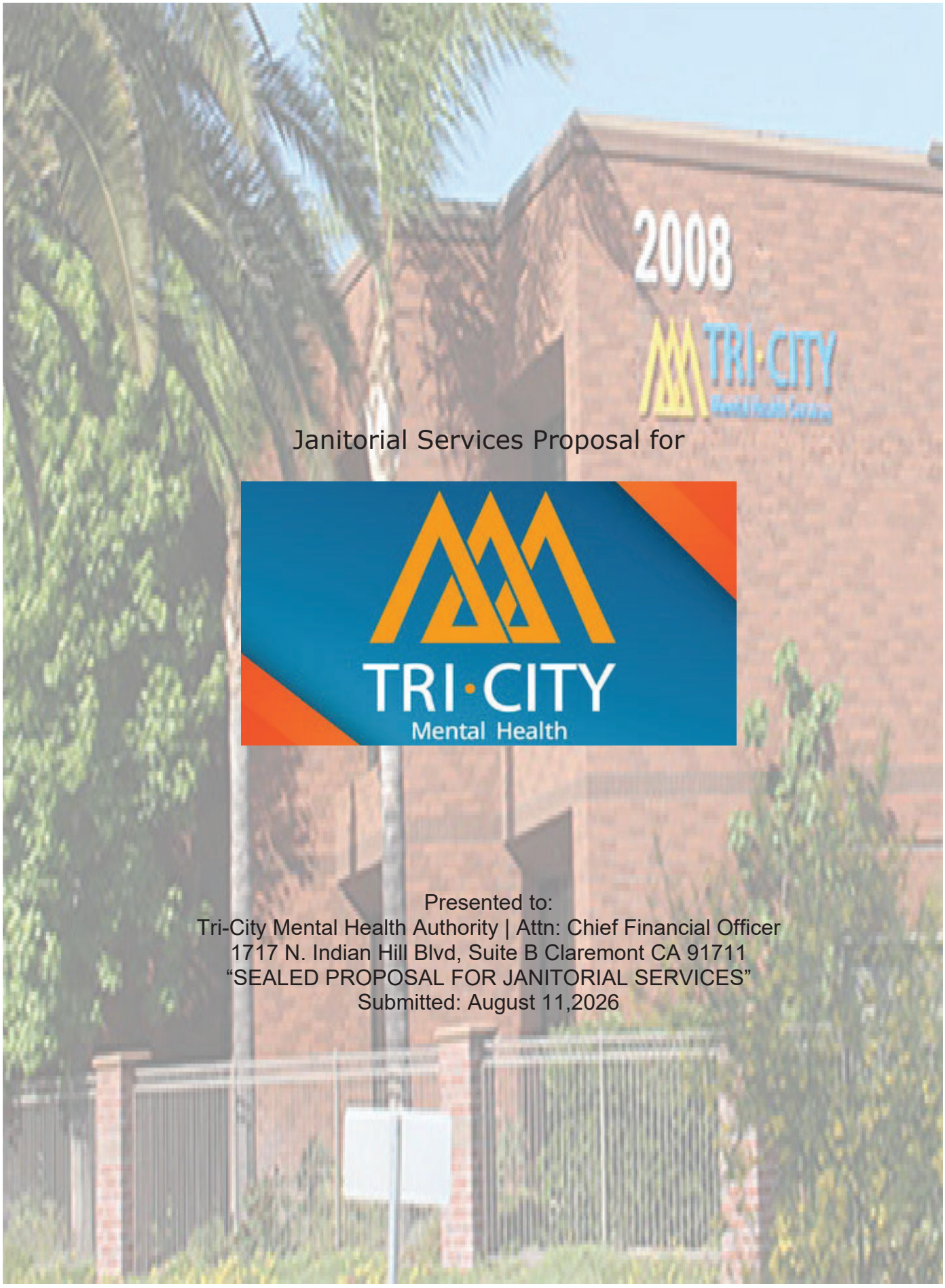
_____
Jed Leano, Chair

APPROVED AS TO FORM:

ATTEST:

_____
Steven L. Flower, General Counsel

_____
Ontson Placide, MA, LMFT, Executive Director



Janitorial Services Proposal for

TRI·CITY
Mental Health

Presented to:
Tri-City Mental Health Authority | Attn: Chief Financial Officer
1717 N. Indian Hill Blvd, Suite B Claremont CA 91711
“SEALED PROPOSAL FOR JANITORIAL SERVICES”
Submitted: August 11,2026

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	Guaranteed Janitorial Service, Inc.
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	Corporation
Federal Tax ID Number:	33-0445084
Contact Person – Name	Jazmin Alvarez
Contact Person – Address	13039 11th st Chino Ca 91710
Contact Person – Phone Number (s)	909-465-5542
Contact Person – e-mail address	gjs.jalvarez@verizon.net

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Jazmin Alvarez- Project Manager

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

Jazmin Alvarez 08/11/2026

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name: Guaranteed Janitorial Service, Inc.	Address: 13039 11th st Chino Ca 91710
Owner, Principal Officer: Elias Ochoa Jr.	Headquarters Location/Date of Establishment: 13039 11th st Chino Ca 91710
Email: gjs.jalvarez@verizon.net	Website: guaranteedjanitorialservice.com
Phone: 909-465-5542	Fax: 909-465-5545

List license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

DIR# js-lr-1001074029

Have you ever operated this business under a different name? Yes ☐ No ☑

If yes, please explain:
N/A

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

List references of projects that your company is currently *working on or completed* in the last five (5) years of similar size and scope of work for this proposal:

1. Company Name: Contact Name: City of Pomona-Mr. Matthew Sampson
   Contact e-mail: matthew.sampson@pomonaca.gov Contact Phone: 909-772-9354
   Scope of Work: Commercial cleaning of City Facilities.
   Agreement Amount: Agreement Start/End Date: 72k per year. Start Date August 2023

2. Company Name: Contact Name: City of San Dimas- Mr. Daniel Ford
   Contact e-mail: Dford@sandimasca.gov Contact Phone: 909-394-6228
   Scope of Work: Commercial cleaning of City Facilities.
   Agreement Amount: Agreement Start/End Date: 192 k per year . Start date April 2024.

3. Company Name: Contact Name: City of Riverside- Mr. Jacob Schwerdt
   Contact e-mail: jschwerdt@riversideca.gov Contact Phone: 951-351-6075
   Scope of Work: Commercial cleaning of City Facilities.
   Agreement Amount: 552 k per year. Agreement Start/End Date: January 2021

Subcontractors to be utilized, if applicable:

1. Company Name: Contact Name: N/A
   Contact e-mail: Contact Phone: N/A
   Specialty: Years in Business:
   Scope of Work:

2. Company Name: Contact Name: N/A
   Contact e-mail: Contact Phone:
   Specialty: Years in Business:
   Scope of Work:

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

N/A

Guaranteed Janitorial Service. Inc.

August 11, 2026

Tri-City Mental Health Authority
Attn: Alex Ramirez | Facilities Manager
1717 N. Indian Hill Blvd, Suite B Claremont CA

Dear Mr. Ramirez,

Guaranteed Janitorial Service, Inc. is pleased to submit our proposal for janitorial services to the Tri-City Mental Health Authority. This letter serves as our agreement to enter into a contract with the Tri-City Mental Health Authority should our proposal be accepted. This proposal shall remain valid for a period of 120 calendar days.

As a DIR-registered public works contractor, our company meets all California compliance requirements for performing work on government-funded projects. **Guaranteed Janitorial Service, Inc.** has been providing top-tier janitorial services for over 40 years to various sectors, including government, commercial and education. Incorporated in the state of California, our corporate office is based in Chino, CA with janitorial operations across the Inland Empire. Our experience, skilled workforce, and organizational capabilities perfectly position us to meet your janitorial service needs.

Our team assigned to the Tri-City Mental Health Authority will consist of highly skilled professionals, experienced supervisors, and exceptional management. With over 100 years of combined experience, our leadership team brings a deep understanding of managing municipal contracts, navigating the complexities of commercial contracts, and a strong focus on quality. We are confident that our expertise in planning, executing, and monitoring all phases of government projects of this scope and nature will deliver a level of service that stands out from the competition.

Our long-term contract with the City of Pomona demonstrates our ability to effectively manage janitorial operations for services that align with the scope of work outlined in this job scope.

We are excited to leverage this experience to create lasting value for the Tri-City Mental Health Authority. We pride ourselves on exceeding expectations, offering competitive pricing, maintaining a dedicated and fully trained crew, and supporting local partnerships and local hiring. This philosophy and mode of operation contribute to our success as a service provider while also supporting Tri-City Mental Health Authority's mission in maintaining the safety and appearance of your facility. Our approach guarantees the facilities we serve remain well-maintained and welcoming.

We are excited about the opportunity to partner with the Tri-City Mental Health Authority and are confident that our strengths align with the objectives of your organization. Our DIR Number is JS-LR-1001074029 and the contact person during the evaluation period will be Jazmin Alvarez, Project Manager whose information is below.

Sincerely,

Jazmin Alvarez, Project Manager
Guaranteed Janitorial Service, Inc.
gjs.jalvarez@verizon.net | (909) 573 -4517

13039 11th Street • Chino, CA 91710 • (909) 465-5542 • FAX (909) 465-5545

Owner/Responsible Project Manager and Core Team

Corporate Support

Guaranteed Janitorial Service, Inc.'s Corporate Support team dedicated to the Tri-City Mental Health Authority will comprise of our customer support team, Quality Control Manager, Project Manager, and Operations Manager. Each team member will be fully committed to the highest level both personally and professionally. Our Corporate Team will be available to meet with the Tri-City Mental Health Authority' facility management at any time for performance reviews, contract compliance, and prompt response to requests.

Guaranteed Janitorial Service, Inc. Management Team for the Tri-City Mental Health Authority

Name	Title	Contact Number	Email Address
Martha Ortiz	Operations Manager	(909) 465-5542	Gjsmortiz42@verizon.net
Monique Ochoa	Quality Control Manager	(909) 465-5542	Gjs.mjochoa@verizon.net
Jazmin Alvarez	Project Manager	(909) 465-5542	Gjs.jalvarez@verizon.net
Nalleli Gonzalez	Field Supervisor	(909) 465-5542	Gjs.jalvarez@verizon.net
24/7 Customer Support	Office	(909) 465-5542	Gjs.jalvarez@verizon.net

Differentiators

Guaranteed Janitorial Service, Inc. brings over 45 years of experience servicing cities and government entities, backed by a strong industry presence that allows for the rapid mobilization of qualified, background- checked personnel to ensure seamless service delivery. Our extensive expertise enables us to navigate the unique challenges of government operations while maintaining competitive pricing and exceptional service. Our floor care staff are certified IICRC technicians, demonstrating industry- leading expertise in specialized floor maintenance. Additionally, as an ISSA certified company, we prioritize reliability while delivering outstanding quality in every aspect of our work.

Statement of Qualifications

Guaranteed Janitorial Service, Inc. has had the pleasure of servicing governmental entities for over 45 years and meets all qualifications listed within this **RFP** for janitorial services.



TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

As part of proposal, Proposers are required to respond to the following questions:

1) Describe your company' experience relevant to the Scope of Services requested by this RFP:
Guaranteed Janitorial Service, Inc. brings over 45 years experience servicing cities and government entities, backed by a strong strong industry presence that allows for the rapid mobilization of qualified, background- checked personnel to ensure seamless service delivery. Our extensive expertise enables us to navigate the unique challenges of daily cleaning operations.

2) Describe your Staffing Plan for providing Janitorial Services at the various TCMHA Facilities. Provide a weekly staffing schedule which shows how you will cover all shifts and locations.
Trained Cleaning Staff: Ensure that all personnel are trained in sanitation, waste disposal, and floor care techniques to maintain a high standard of cleanliness. Adequate Staffing: Assign the right number of personnel.• Specialized Teams: Deploy specialized teams for tasks like stripping and waxing, carpet shampooing, and window washing to ensure quality and efficiency. Our team assigned to the Tri-City Mental Health Authority will consist of highly skilled professionals, experienced supervisors, and exceptional management. See attached weekly staffing schedule.

3) Indicate what the timeframes are for you to be able to mobilize upon contract award:
Due to our experience and close proximity to your facilites, We are equiped and ready to begin service at notice of award. We have staff on stand by and the ability to produce equipment and paper supplies by estimated start date of October 1, 2026.

4) Explain how your staff is trained to disinfect areas and any other relevant trainings.
Cleaning Procedures & Best Practices include routine Cleaning: Implement daily tasks like vacuuming, dusting, sanitizing surfaces, and waste collection. Deep Cleaning & Disinfection: Conduct periodic deep-cleaning tasks and restroom deep cleaning. Use of Approved Cleaning Products: Use only approved cleaning products.

[Continued on Page 2]

5) Please provide the number of janitorial staff that are related:

The janitorial staff to be assigned to Tri City Facilities is not related to each other or to members of our management team.

6) If janitorial staff is related, will the Quality Control Specialist be related? If so, how?

No relation to management team.

7) Describe your Quality Control Plan, include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with TCMHA, and control of performance.

Quality Control Compliance: Routine Inspections-Conduct regular inspections to meet cleanliness and safety standards. Adherence to Safety & Environmental Regulations-Comply with local guidelines, safety procedures, and environmental standards when servicing the facilities to prevent injuries and harm to the environment. Immediate Reporting of Issues:Promptly report concerns, graffiti, or facility deficiencies to Contract Officials.

8) List additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your qualifications

Guaranteed Janitorial Service, Inc. utilizes our Cleaning Program in an effort to realize our long-term sustainability goals.Our goal is to allow our partners to reap the benefits of our cleaning program in the most cost-effective manner possible.Our proven process benefits your facility and the environment, without affecting the bottom line.

PROPOSED WORK SCHEDULE

Cleaning Services – Service Area Schedule

The following proposed work schedule is based on the service requirements provided. All listed locations will receive cleaning services Monday through Friday during evening hours.

Service Location	Service Days	Service Time	Square Footage	Crew
2001 N. Garey Avenue	Monday–Friday	Evenings	8,875	1
2008 N. Garey Avenue	Monday–Friday	Evenings	15,595	2
1403 N. Garey Avenue – Front Building	Monday–Friday	Evenings	4,809	1
1403 N. Garey Avenue – Back Building	Monday–Friday	Evenings	3,012	1
1900 Royalty Drive – Suites 160, 170, 180, 200, 205, 280, 290	Monday–Friday	Evenings	17,625	2
1902 Royalty Drive – Suites 120, 130, 140, 160	Monday–Friday	Evenings	9,751	1
431 W. Baseline Road	3 times per week	Evenings	9,317	1
1717 N. Indian Hill Boulevard	3 times per week	Evenings	4,000	1
TOTAL SERVICE AREA			**72,984**	

Proposed Weekly Work Pattern

- Monday through Friday: Evening cleaning service at all listed locations.
- Cleaning crews will be assigned to designated service locations to complete required tasks within the evening service window.
- Daily completion will be coordinated by the site supervisor to maintain consistent service quality and coverage.
- Crew assignments and exact start/end times may be adjusted by the Contractor based on operational needs while maintaining the required Monday–Friday evening service frequency.

Note: Exact crew sizes and nightly routing are proposed and may be finalized following site walkthroughs, access requirements, and coordination with the Contract Administrator.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT E

EXCEPTION(S) TO SPECIFICATIONS AND/OR SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

☑ We **have no** exceptions to the Scope of Work/Requirements.

☐ We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by TCMHA no less than 10 business days prior to the closing date.

N/A

☑ We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.

☐ We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

N/A

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format below. Proposers are to list price for square foot rates and the supplies cost for each location listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by TCMHA. The rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to janitorial cleaning services (Section 1771, 8 Cal Regs §16000).

CLEANING SERVICES LOCATION: 2001 N. Garey Avenue in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	8,875	$0.16	$142.00	$18,744.00	$19,118.00	$19,500.00	$19,890.00	$19,890.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$6,656.00	$6,656.00	$6,656.00	$6,656.00	$6,656.00
Carpet Shampooing		$0.15	12	$7,987.00	$7,987.00	$7,987.00	$7,987.00	$7,987.00
Exterior Power Washing		$0.50	2	$887.00	$887.00	$887.00	$887.00	$887.00
TOTAL (the sum of Additional Services **only**)				$15,530.00	$15,530.00	$15,530.00	$15,530.00	$15,530.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$34,274.00	$34,648.00	$35,030.00	$35,420.00	$35,420.00

CLEANING SERVICES LOCATION: 2008 N. Garey Avenue in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	15,595	$0.16	249.52	$32,934.00	$33,592.00	$34,263.00	$34,948.00	$34,948.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$11,696.00	$11,696.00	$11,696.00	$11,696.00	$11,696.00
Carpet Shampooing		$0.15	12	$14,035.00	$14,035.00	$14,035.00	$14,035.00	$14,035.00
Exterior Power Washing		$0.50	2	$1,559.00	$1,559.00	$1,559.00	$1,559.00	$1,559.00
TOTAL (the sum of Additional Services **only**)				$27,290.00	$27,290.00	$27,290.00	$27,290.00	$27,290.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$60,224.00	$60,882.00	$61,553.00	$62,238.00	$62,238.00

CLEANING SERVICES LOCATION: 1403 N. Garey Avenue in Pomona (Front Building)								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	4,809	$0.16	$76.94	$10,152.00	$10,355.00	$10,562.00	$10,773.00	$10,773.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$3,606.00	$3,606.00	$3,606.00	$3,606.00	$3,606.00
Carpet Shampooing		$0.15	12	$4,327.00	$4,327.00	$4,327.00	$4,327.00	$4,327.00
Exterior Power Washing		$0.50	2	$480.00	$480.00	$480.00	$480.00	$480.00
TOTAL (the sum of Additional Services **only**)				$8,413.00	$8,413.00	$8,413.00	$8,413.00	$8,413.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$18,565.00	$18,768.00	$18,975.00	$19,168.00	$19,168.00

CLEANING SERVICES LOCATION: 1403 N. Garey Avenue in Pomona (Back Building)								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	3,012	$0.16	$48.10	$6,360.00	$6,487.00	$6,616.00	$6,748.00	$6,748.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$2,259.00	$2,259.00	$2,259.00	$2,259.00	$2,259.00
Carpet Shampooing		$0.15	12	$2,710.00	$2,710.00	$2,710.00	$2,710.00	$2,710.00
Exterior Power Washing		$0.50	2	$301.00	$301.00	$301.00	$301.00	$301.00
TOTAL (the sum of Additional Services **only**)				$5,270.00	$5,270.00	$5,270.00	$5,270.00	$5,270.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$11,630.00	$11,757.00	$11,886.00	$12,018.00	$12,018.00

CLEANING SERVICES LOCATION: 1900 Royalty Dr. (Suites 160, 170, 180, 200, 205, 280, 290) in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	17,625	$0.16	$282.00	$37,224.00	$37,968.00	$38,727.00	$39,501.00	$39,501.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$13,218.00	$13,218.00	$13,218.00	$13,218.00	$13,218.00
Carpet Shampooing		$0.15	12	$15,862.00	$15,862.00	$15,862.00	$15,862.00	$15,862.00
Exterior Power Washing		$0.50	2	$881.00	$881.00	$881.00	$881.00	$881.00
TOTAL (the sum of Additional Services **only**)				$29,961.00	$29,961.00	$29,961.00	$29,961.00	$29,961.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$67,185.00	$67,929.00	$68,688.00	$69,462.00	$69,462.00

CLEANING SERVICES LOCATION: 1902 Royalty Dr. (Suites 120, 130, 140, 160) in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	9,751	$0.16	$156.00	$20,593.00	$21,044.00	$21,464.00	$21,893.00	$21,893.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$7,313.00	$7,313.00	$7,313.00	$7,313.00	$7,313.00
Carpet Shampooing		$0.15	12	$8,775.00	8,775.00	8,775.00	8,775.00	8,775.00
Exterior Power Washing		$0.50	2	$975.00	$975.00	$975.00	$975.00	$975.00
TOTAL (the sum of Additional Services **only**)				$17,063.00	$17,063.00	$17,063.00	$17,063.00	$17,063.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$37,656.00	$38,107.00	$38,527.00	$38,956.00	$38,956.00

CLEANING SERVICES LOCATION: 431 W. Baseline Road in Claremont								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
3 x Per Week revised 9/14/26	9,317	$0.16	$149.00	$11,760.00	$11,995.00	$12,234.00	$12,478.00	$12,478.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$6,987.00	$6,987.00	$6,987.00	$6,987.00	$6,987.00
Carpet Shampooing		$0.15	12	$8,385.00	$8,385.00	$8,385.00	$8,385.00	$8,385.00
Exterior Power Washing		$0.50	2	$931.00	$931.00	$931.00	$931.00	$931.00
TOTAL (the sum of Additional Services **only**)				$16,303.00	$16,303.00	$16,303.00	$16,303.00	$16,303.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$28,063.00	$28,298.00	$28,537.00	$28,781.00	$28,781.00

CLEANING SERVICES LOCATION: 1717 N. Indian Hill Boulevard, Suite B, in Claremont								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
3 x Per Week revised 9/14/26	4,000	$0.16	$64.00	$10,200.00	$10,404.00	$10,612.00	$10,824.00	$10,824.00
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish		$0.25	6	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Carpet Shampooing		$0.15	12	$3,600.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00
Exterior Power Washing		$0.50	2	$400.00	$400.00	$400.00	$400.00	$400.00
TOTAL (the sum of Additional Services **only**)				$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)				$17,200.00	$17,404.00	$17,612.00	$17,824.00	$17,824.00

Jazmin Alvarez
Signature of Authorized Representative

Jazmin Alvarez- Project Manager
Printed Name & Title of Authorized Representative

8/11/2026
Date

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM #	MANUFACTURER	BRAND NAME	PRODUCT DESCRIPTION	PRODUCT SPECIFICATION	
				INTENDED USE	ENVIRONMENTALLY FRIENDLY OR TRADITIONAL
	Janitors Finest	Janitors Finest	2 Ply Toilet Tissue	Toilet Tissue	Environmentally Friendly
	Janitors Finest	Janitors Finest	Roll Towel	Roll Towel	Environmentally Friendly
	Janitors Finest	Janitors Finest	Jumbo Toilet Paper	Jumbo Toilet Paper	Environmentally Friendly
	Janitors Finest	Janitors Finest	Seat Covers	Seat Covers	Environmentally Friendly
	Kleen line	Kleen line	Trash Liners	Trash LIners	Environmentally Friendly

CITY OF CHINO

BUSINESS LICENSE DIVISION
P.O. BOX 667
CHINO, CA 91708-0667
INQUIRIES (909) 334-3263

2024

Business License

THE PERSON, FIRM, OR CORPORATION NAMED BELOW IS HEREBY GRANTED THIS CERTIFICATE AS THE RECEIPT FOR AMOUNTS PAID TO THE CITY OF CHINO FOR THE BUSINESS DESCRIBED HEREIN. FOR THE PERIOD INDICATED. GRANTING OF THIS CERTIFICATE DOES NOT ENTITLE THE HOLDER TO OPERATE OR MAINTAIN A BUSINESS IN VIOLATION OF ANY LAW OR ORDINANCE. THIS LICENSE IS ISSUED WITHOUT VERIFICATION THAT THE LICENSEE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA. THE CITY OF CHINO DOES NOT PASS ON THE QUALIFICATIONS OF THE HOLDER OF THIS CERTIFICATE.

Mailing Address

GUARANTEED JANITORIAL SERVICE
13039 11TH ST
CHINO, CA 91710

Business Category /Type

SERVICES SERVICES TO BUILDINGS

Issue Date	02/09/2024
Expiration Date	12/31/2024
Business Account ID	15428
NAICS	561720
License Number	15428
Customer ID	200440

BUSINESS NAME AND ADDRESS:

GUARANTEED JANITORIAL SERVICE
13039 11TH ST
CHINO, CA 91710

POST IN A CONSPICUOUS PLACE **NON-TRANSFERABLE**

TRI·CITY
Mental Health

Administration Office
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711

REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES

NO. 2026-0704

PUBLICATION DATE: July 16, 2026

SUBMITTAL DEADLINE: August 11, 2026 at 4:00 P.M. PDT

CONTACT: Alex Ramirez, Facilities Manager
Phone: (909) 973-3555
E-mail: aramirez@tricitymha.ca.gov

SUMMARY OF PROPOSAL PACKET

- RFP Cover Page
- Proposer's Company Information, References and Subcontractors
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
- RFP Exceptions
- Proposer Price Proposal

SUBMITTALS

- Completed Proposal Packets must be either:
  - Scanned and e-mailed to dacosta@tricitymha.ca.gov, with "SEALED PROPOSAL FOR JANITORIAL SERVICES" in the subject line; or
  - Delivered in a sealed envelope labeled "SEALED PROPOSAL FOR JANITORIAL SERVICES" via mail or overnight to: Tri-City Mental Health Authority, 1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711, Attn: Chief Financial Officer
- The full RFP may be downloaded from TCMHA's website at www.tricitymhs.org
- All proposals must be signed by a duly authorized representative of the agency and received by **August 11, 2026 by 4:00 p.m.** PDT.
- Unsigned or late proposals will be rejected.
- Faxed proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated. A recommendation to award contract tentatively will be presented to the Governing Board at its September 16, 2026 meeting.
- TCMHA reserves the right to make no award of contract.

We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

I. INTRODUCTION

Tri-City Mental Health Authority (TCMHA) is requesting proposals for Janitorial Services for seven (7) Tri-City Mental Health Authority locations listed herein, for three (3) years beginning October 1, 2026 and ending August 31, 2029, with an option to extend for two (2) additional years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2026-0704, and must be received by TCMHA as indicated in the **Proposal Requirements**.

II. AGENCY PROFILE

A. Tri-City Mental Health Authority ("TCMHA")

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board ("Board) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public agency serving the diverse communities of Pomona, Claremont, and La Verne at seven (7) locations by over 200 employees. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

B. The Three Cities: Pomona, Claremont, and La Verne

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the City's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed

Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational, and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport, and fine public and private schools.

III. SCOPE OF SERVICES

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. Janitorial services include nightly cleaning and keeping facilities sanitized and clear of debris to maintain a safe and clean environment for TCMHA employees, clients, and guests. The identified facilities requiring custodial services consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, community rooms, and exterior space. Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks. Janitorial services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767
5. 1902 Royalty Drive, Suites 120, 130, 140 & 160, Pomona, CA 91767
6. 431 W. Baseline Road, Claremont, CA 91711 – Administration Office
7. 1717 N. Indian Hill Boulevard, Claremont, CA 91711 – Administration Office

All work is to be performed according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of TCMHA. The work shall include, but is not limited to the tasks listed in ***Attachment A*.**

IV. RFP AND PROPOSAL TIMELINE

A. RFP Schedule

- Request for Proposal (RFP) Issued: **July 16, 2026**
- Voluntary Pre-Proposal Meeting (Project Tour): **July 30, 2026, 10:00 AM PDT**
- Written Questions Deadline: **August 3, 2026**
- Response to Written Questions/RFP Addendum Posted: **August 6, 2026**
- **Proposals Deadline: August 11, 2026, 4:00 PM PDT**
- Interviews: Week of **August 17, 2026, time TBD**
- Anticipated Award of Contract: **September 16, 2026**
- Anticipated Commencement of work: **October 1, 2026**

B. Explanation of Timeline

1. RFP Issued. The Request for Proposal Documents may be obtained from TCMHA's website at www.tricitymhs.org. The TCMHA will not be responsible for the completeness or accuracy of Request for Proposal Documents retrieved from any other source than directly from TCMHA.

2. Voluntary Pre-Proposal Meeting/Site Visit (Project Tour). TCMHA is scheduling a voluntary pre-proposal meeting/site visit to give the opportunity to visit the facilities and discuss the requested janitorial services. Failure to inspect the sites will in no way relieve the successful contractor from performing any labor necessary for the satisfactory completion of the work. The site visit will be on July 30, 2026 at 10:00 AM and will begin at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on three hours for walk-through as we will be traveling to seven (7) locations and multiple suites. Transportation will not be provided by TCMHA and is the responsibility of the Proposer.

3. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 5:00 PM PDT August 3, 2026 (see **RFP Schedule)**. Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

4. Response to Written Questions/RFP Addendum Posted. Any material change to the RFP will be listed on an Addendum to the RFP and posted at www.tricitymhs.org by August 6, 2026. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. TCMHA reserves the right to post additional addenda until the RFP Proposal Deadline. Any written addendum issued during the Proposal Timeline shall become a part of the Request for Proposal Document and shall be signed and attached to the proposal and made a part of the proposal submitted. It is the Proposer's responsibility to indicate acknowledgment, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

5. Proposal Deadline. Proposals must be received no later than the RFP Proposal Deadline specified in RFP and Proposal Timeline.

6. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which bid(s) to move forward.

7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held either on-site or via virtual format (Ring Central, Zoom).

8. Anticipated Award of Contract. A formal written notice of intent to award letter will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

V. PROPOSAL REQUIREMENTS

A. TCMHA Contact During Proposal Process

During the proposal process, TCMHA Contact Person shall be Alex Ramirez, Facilities Manager, e-mail: aramirez@tricitymha.ca.gov.

B. Time and Manner of Submission

A fully executed Proposal shall be scanned and emailed to TCMHA's Chief Financial Officer at dacosta@tricitymha.ca.gov no later than **4:00 p.m., PDT,** on **August 11, 2026**. Proposals may also be submitted in hard-copy form via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA's Administration Office no later than the Closing Time 4:00 p.m., Pacific Time, on August 11, 2026. Received proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered on **Mondays, Tuesdays or Thursdays only between the hours of 8:00 AM and 4:00 PM (Pacific)**, excluding TCMHA holidays. Proposals delivered after the Closing Time will not be accepted. Proposals must be in a sealed envelope, and be marked and addressed as follows:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: Chief Financial Officer
"SEALED PROPOSAL FOR JANITORIAL SERVICES"

C. Proposal Format

It is TCMHA's request that the proposals be brief and succinct. Information listed 1-8 below, including Appendices B-F, to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered incomplete; and thus, non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page (***Attachment B***)

2. Company Information, References and Subcontractors (***Attachment C)***

3. Transmittal Letter. The letter signed by the authorized Proposer representative should provide an executive summary that briefly states the Proposer's interest in the services, the understanding of the work to be done, the commitment to perform the work, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.

4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.

5. Proposer's Company Work Process Information (***Attachment D***). List former clients for whom similar or comparable services have been performed. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.

6. RFP Exceptions (***Attachment E***). Provide properly completed Exception(s) To Specifications/Sample Services Agreement (***Attachment G***). If Proposer has no exceptions, then Proposer must check the box, where indicated.

7. Proposer Price Proposal (***Attachment F***). The services shall include a performance and cost schedule for all services necessary to complete this project. The proposal should specify the major components and the cost of square footage and supplies or materials as indicated on the tables provided, based on the scope of services outlined in the proposal. The proposal should include a total proposed cost of the services, including attaching a fee and rate schedule describing all charges and hourly rates for services, if any.

The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to the complete the scope of services or expected number of hours with hourly rate. Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

8. Copy of Contractor's, Business License and/or Certifications. A copy of the Proposer's business license will be required after the award of contract.

VI. AWARD AND AGREEMENT EXECUTION

A. Proposal Opening

There will be no public opening of submittal proposals. After the evaluation process is concluded and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all Proposers.

B. Proposal Evaluation

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The Proposer should provide an affirmative statement that it is independent of TCMHA and that the services performed are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA.

The proposals will be reviewed and evaluated based on the following criteria:

- Proposer's qualifications, description and experience
- Understanding and ability to perform the Scope of Work
- References and experience with similar projects
- Supplies availability and quality of cleaning supplies and paper products
- Cost proposal

C. Proposal Rejection

TCMHA reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the Proposers submitting proposals, supplementary information as may be necessary for TCMHA staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of TCMHA. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

D. Subcontracting

If subcontracting is contemplated, this should be discussed in your proposal. No subcontracting will be allowed without the express prior written consent of the TCMHA.

E. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Proposal Deadline.

F. Agreement Period

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected Proposer), the concurrence of the Governing Board, and the annual availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

G. Award of a Contract

A contract may be awarded to the successful Proposer for the project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no proposal or agreement shall be considered binding upon TCMHA until the execution of the agreement by TCMHA and all conditions of the agreement and/or RFP have been met.

H. Agreement Extension and Price Adjustment Parameters

TCMHA has the option to extend the Agreement for two successive twelve (12)-month periods, under the same terms and conditions, with a Consumer Price Index (CPI) price adjustment, not to exceed five percent (5%)of the initial agreement cost for the previous twelve (12)-month period of janitorial services. The CPI used will be for All Urban Consumers for Los Angeles-Long Beach-Anaheim published by the Department of Labor. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the then-current term.

I. Execution of Agreement

By submitting a Response, the Proposers agree to be bound to and execute an Independent Contractor Agreement (***Attachment G***) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for TCMHA's consideration.

None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with thirty (30) days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within fourteen (14) calendar days after the successful Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

J. Indemnity and Insurance Requirements

The successful Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (***Attachment G***). If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by the successful Proposer, their agents, representatives, employees or subcontractors. In addition, successful Proposer shall require and verify all subcontractors maintain insurance subject to all of the requirements stated therein. Note that special endorsements are required for the Workers' Compensation insurance that may result in additional premium charges.

VII. GENERAL PROVISIONS

A. Independent Contractor

In performance of the work, services, duties, and obligations assumed by the successful Proposer, it is mutually understood and agreed that the successful Proposer, including any and all of the successful Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

B. Public Records - Notice Related to Proprietary/Confidential Data

Proposer understands that the public shall have access, at all reasonable times, to all documents and information, subject to the Public Records Act, and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. A Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded). Proposers are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from

public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

C. Conflict Of Interest

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

D. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

E. Debarred/Suspended Contractors

The successful Proposer shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract, as required in the Independent Contractor Agreement (***Attachment G***).

F. Governing Law and Regulations

The services will be performed in, construed by, and interpreted according to the laws of the State of California. Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the proposals. TCMHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this

request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request or for developing and carrying out interview presentations.

Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents, prints and any detailed drawings shall be the property of TCMHA once submitted.

The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable. The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is TCMHA's intent to choose only a small number of the most qualified agency to interview with TCMHA, TCMHA reserves the right to choose any number of qualified finalists.

VIII. DEFINITIONS

A. Tri-City Mental Health Authority: TCMHA or its authorized representative.

B. Request for Proposal Documents: The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

C. Proposer: a person, corporation, partnership, or other entity who submits a proposal.

D. Proposal Packet: All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA.

E. Proposal Deadline: The time and date deadline for submission of Proposal.

F. Independent Contractor: Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor".

IX. ATTACHMENTS

Attachment A:	Scope of Services
Attachment B:	RFP Cover Page
Attachment C:	Proposer's Company Information, References and Subcontractors
Attachment D:	Proposer's Company Work Process Information
Attachment E:	RFP Exceptions
Attachment F:	Proposer Price Proposal
Attachment G:	Sample Agreement

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT A

SCOPE OF SERVICES

The successful Proposer ("Contractor") shall provide night janitor(s) at each identified facility after the facility's normal hours of operation. Tri-City Mental Health Authority (TCMHA) expects the facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial services.

The Contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. These supplies and materials shall be of quality acceptable to TCMHA. Contractor shall not use any material that TCMHA determines unsuitable for the purpose or harmful to the surface to which applied or to another part of the buildings, its content or equipment.

A. SERVICE AREAS:

Location	Service Dates	Time	Square Footage
2001 N. Garey Avenue	Monday through Friday	Evenings	8,875
2008 N. Garey Avenue	Monday through Friday	Evenings	15,595
1403 N. Garey Avenue	Front Building Monday through Friday	Evenings	4,809
	Back Building Monday through Friday	Evenings	3,012
1900 Royalty Drive Suites: 160, 170, 180, 200, 205, 280, 290	Monday through Friday	Evenings	17,625
1902 Royalty Drive Suites: 120, 130, 140, 160	Monday through Friday	Evenings	9,751
431 W. Baseline Road	Monday through Friday	Evenings	9,317
1717 N. Indian Hill Boulevard	Monday through Friday	Evenings	4,000

B. SERVICE DAYS

1. For the purposes of this RFP, all bids shall be based on the normal operating schedule of Monday through Friday five (5) nights per week, typically after p.m.

2. With written approval, service days may change.

3. Extra service costs shall be reflected in pricing schedule.

C. PERSONNEL

1. Contractor's employees may not bring children, relatives, acquaintances, or visitors onto Tri-City property at any time while performing services.

2. At least one Contractor employee on site at each facility, at all times must be able to read, speak, and write in the English language.

3. All personnel must wear respective company uniform and/or ID Badge at all times.

4. Ensure all Contractor's employees shall observe all rules and regulations when conducting businesses on TCMHA premises.

5. Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on Tri-City property. Tri-City is a smoke free facility.

6. Contractor shall establish a primary and secondary contact person whom would be available for any custodial emergencies.

7. Upon award of the contract essential keys will be issued for all facilities listed, the contractor must sign for these keys.

8. If Contractor loses any keys, they will be charged for replacements and any additional charges incurred.

9. Building alarm codes will be issued, the Contractor shall be responsible for deactivating and arming any alarm systems.

10. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling

11. Maintain an inventory of all cleaning chemicals, Safety Data Sheets (SDS) shall be kept on site and available for review upon request.

D. CLEANING SERVICES

1. Lobbies

a. <u>Daily</u>

- Sweep off all entrance areas and mop as needed
- Remove fingerprints, smudges, and scuff marks from all entrance doorways, windows, and window sills
- Spot clean walls, doors, windows, light switches, and other horizontal surfaces to remove all marks, smudges, and fingerprints
- Pick up magazines and newspapers in the client reception areas and place back in the newspaper racks

- Pick up trash, cardboard boxes, and other debris and dispose into receptacles provided
- Organize waiting room chairs so they are lined up
- Make sure the check-in countertops are dusted and disinfected especially the ones in the front desks
- Make sure elevator floors are cleaned every day and free of any litters. Disinfect all elevator buttons and handrails

b. Weekly

- High dust vents, blinds, and window sills

c. As Requested

- Floors waxed and polished

2. Offices

a. Daily

- Vacuum or mop floors
- Remove trash and replace liner
- Dust desks, chairs, and other furniture
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds, and window sills

c. As Requested

- Spot Clean Stains: Removal of difficult stains

3. Hallways

a. Daily

- Vacuum or mop floors with a solution of water and disinfectant
- Remove trash, cardboard boxes, and other debris and dispose into receptacles provided
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds, and window sills
- Spot clean walls, doors, and other horizontal surfaces to remove all marks, smudges, and fingerprints

c. As Requested

- Spot Clean Stains: Removal of difficult stains

4. Conference Rooms

a. Daily

- Wipe down table and organize chairs
- Vacuum or mop floors with a solution of water and disinfectant
- Remove trash and replace liner
- Disinfect door handles and light switches
- Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints

b. Weekly

- High dust vents, blinds and window sills

c. As Requested

- Spot Clean Stains: Removal of difficult stains

5. Carpet Maintenance

a. Daily

- Spot clean minor stains
- Report large stains to Facilities Coordinator

b. As Requested

- Spot Clean Stains: Removal of difficult stains.
- Shampooing Offices/Conference Rooms and Hallways

6. Breakrooms

a. Daily

- Wipe down table(s), sink, faucet and organize chairs
- Restock paper towels and refill soap dispenser (dish and hand soap). Notify Facilities staff of any supply shortages
- Remove trash and replace liner
- Mop floors with a solution of water and disinfectant
- Wipe down microwaves inside and out
- Empty and rinse out coffee pots – please ensure the machine is off
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds, and window sills
- Spot clean walls, doors, and other horizontal surfaces to remove all marks, smudges, and fingerprints

c. As Requested

- Spot Clean Stains: Removal of difficult stains

7. Restrooms

a. Daily

- Restock paper towels, toilet paper, and refill soap dispenser
- Remove trash and replace liner
- Mop floors with a solution of water and disinfectant
- Clean sinks and toilets with Soft Scrub to keep white
- Remove any graffiti as needed
- Wipe down faucets and mirrors. Dust walls as needed
- Wipe and polish all chrome fixtures in bathrooms
- Disinfect door handles and light switches

b. Weekly

- Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
- High dust air vents

c. As Requested

- Spot Clean Stains: Removal of difficult stains

8. Exterior / Stairways / Breezeway

a. Daily

- Clean around entrance area and around building, clean area near dumpsters, and make sure dumpsters are secure when done
- Pick up trash, cardboard boxes, and other debris and dispose into receptacle provided
- Wipe fingerprints and smudges off glass surfaces including doors
- Remove any graffiti as needed
- Disinfect door handles

b. Weekly

- High dust light fixtures and signage

c. As Requested

- Power washing of floors

9. Before Leaving

a. Daily

- Remove all collected trash and place in dumpsters and lock dumpsters
- Clean and arrange all equipment in janitor closet
- Ensure that all offices are locked
- Ensure that all exterior doors are closed and locked
- Turn off lights of all rooms cleaned
- Indicate in email of any items that need attention or supplies that need to be ordered Please email Facilities for any items needed
- Alarm building

E. ADDITIONAL SERVICES

TCMHA reserves the right to add or delete services and facilities to the contract as may be required. Any other additional work shall be completed only after a written estimate has been submitted by the Contractor and has been approved by TCMHA.

F. SUPPLIES AND MATERIALS

1. Each Proposer shall submit, as part of their returned proposal, a list giving the name of the manufacturer, the brand name and intended use of the chemicals that they propose to use in the performance of the work. If requested, Contractor may need to provide samples of cleaning supplies and toiletries. (see Attachment F)

2. The Contractor shall furnish two (2) copies of Safety Data Sheets (SDS). One (1) will be maintained at each facility where work is being performed and one (1) shall be given to the Facilities Coordinator.

3. Each Proposer shall provide a complete breakdown of supplies for each building. Preferably, these products would be environmentally friendly.

4. The Contractor shall provide supplies for each facility including, but not limited to:

- Trash Liners
- Bathroom tissue, white 2-ply rolls and 2-ply jumbo roll bathroom tissue
- Toilet seat covers
- Roll paper towels 2-ply perforated
- Multi fold hand towels to fit appropriate dispensers
- Soap (dish and hand), in current dispensers provided
- Sanitary bags
- Urinal screens
- Odor control supplies
- Cleaning and disinfecting supplies

- Microfiber cloth towels

G. RIGHT TO KNOW ACT (ACT 80 OF 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that you fulfill the following:

> Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

H. STORAGE SPACE

1. TCMHA shall furnish space for the purpose of storing Contractor's equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by TCMHA. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling.

2. Equipment owned by the Contractor shall be clearly identified and safely stored.

3. Current Safety Data Sheets must be available in all chemical storage areas.

I. EQUIPMENT

1. All necessary cleaning equipment for additional services, including power driven floor scrubbing machines, waxing polishing machines, shall be furnished by the successful contractor as needed.

2. Equipment owned by the Contractor shall be clearly identified and safely stored.

3. Exception – TCMHA shall provide commercial grade vacuum cleaners for each location.

J. KEYS AND ALARM CODES

1. Upon award of the contract essential keys will be issued for all facilities listed. The Contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The Contractor must return all issued keys at the termination of the contract. **Keys are NOT to be reproduced or replicated under any circumstances.**

2. Key Fobs will be issued to staff assigned to the 2008 N. Garey Ave location.

3. Contractor will receive alarm codes to arm each location. Training on arming the building shall be provided by the Facilities Manager/Coordinator.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

_____ _____

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment:
Email:	Website:
Phone:	Fax:

List license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

_____

_____

_____

Have you ever operated this business under a different name? Yes _____ No _____

If yes, please explain:

_____

_____

_____

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_____

_____

_____

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_____

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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List references of projects that your company is currently *working on or completed* in the last five (5) years of similar size and scope of work for this proposal:

1. Company Name: Contact Name: _____
   Contact e-mail: _____ Contact Phone: _____
   Scope of Work: _____
   Agreement Amount: Agreement Start/End Date: _____

2. Company Name: Contact Name: _____
   Contact e-mail: _____ Contact Phone: _____
   Scope of Work: _____
   Agreement Amount: Agreement Start/End Date: _____

3. Company Name: Contact Name: _____
   Contact e-mail: _____ Contact Phone: _____
   Scope of Work: _____
   Agreement Amount: _____ Agreement Start/End Date: _____

Subcontractors to be utilized, if applicable:

1. Company Name: Contact Name: _____
   Contact e-mail: Contact Phone: _____
   Specialty: Years in Business: _____
   Scope of Work: _____

2. Company Name: Contact Name: _____
   Contact e-mail: Contact Phone: _____
   Specialty: Years in Business: _____
   Scope of Work: _____

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

_____

_____

_____

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

As part of proposal, Proposers are required to respond to the following questions:

1) Describe your company' experience relevant to the Scope of Services requested by this RFP:

2) Describe your Staffing Plan for providing Janitorial Services at the various TCMHA Facilities. Provide a weekly staffing schedule which shows how you will cover all shifts and locations.

3) Indicate what the timeframes are for you to be able to mobilize upon contract award:

4) Explain how your staff is trained to disinfect areas and any other relevant trainings.

[Continued on Page 2]

5) Please provide the number of janitorial staff that are related:

6) If janitorial staff is related, will the Quality Control Specialist be related? If so, how?

7) Describe your Quality Control Plan, include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with TCMHA, and control of performance.

8) List additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your qualifications

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT E

EXCEPTION(S) TO SPECIFICATIONS AND/OR SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

☐ We **have no** exceptions to the Scope of Work/Requirements.

☐ We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by TCMHA no less than 10 business days prior to the closing date.

_____

_____

_____

_____

_____

_____

_____

_____

☐ We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.

☐ We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

_____

_____

_____

_____

_____

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_____

_____

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format below. Proposers are to list price for square foot rates and the supplies cost for each location listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by TCMHA. The rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to janitorial cleaning services (Section 1771, 8 Cal Regs §16000).

CLEANING SERVICES LOCATION: 2001 N. Garey Avenue in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	8,875							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 2008 N. Garey Avenue in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	15,595							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1403 N. Garey Avenue in Pomona (Front Building)								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	4,809							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1403 N. Garey Avenue in Pomona (Back Building)								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	3,012							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1900 Royalty Dr. (Suites 160, 170, 180, 200, 205, 280, 290) in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	17,625							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1902 Royalty Dr. (Suites 120, 130, 140, 160) in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	9,751							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 431 W. Baseline Road in Claremont								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	9,317							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1717 N. Indian Hill Boulevard, Suite B, in Claremont								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday, Wednesday & Friday	4,000							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

Signature of Authorized Representative | **Printed Name & Title of Authorized Representative** | **Date**

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM #	MANUFACTURER	BRAND NAME	PRODUCT DESCRIPTION	PRODUCT SPECIFICATION	
				INTENDED USE	ENVIRONMENTALLY FRIENDLY OR TRADITIONAL

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT G

SAMPLE AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

_____

DATED

_____

Section Page

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter "Contract" or "Agreement") is made and entered into on the __ _____ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter "TCMHA" or "Tri-City") and _____with its principal place of business at _____ _____(hereinafter "Contractor"). Tri-City and Contractor are sometimes individually referred to as a "Party" and collectively as "Parties."

2. CONTRACTOR

The express intention of the Parties is that Contractor is an independent janitorial contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in 'Exhibit A' of this Agreement and the Contractor's Proposal for Janitorial Services incorporated into and made a part of this Agreement as "Exhibit B". Contractor shall further execute and perform the obligations required of Contractor in the Business Associate Agreement, which is attached hereto in substantially the same form as "Exhibit D".

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Janitorial Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor's ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

In addition, Contractor shall provide Janitorial Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry

standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform janitorial services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence October 1, 2026 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three (3) on August 31, 2029, with an option to extend for two (2) additional years through August 31, 2031; unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

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

b. Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the Agreement, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the Agreement.

c. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Janitorial Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

d. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

e. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination.

9. COMPENSATION

For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount as stated in 'Exhibit B'.

c. Contractor is responsible for monitoring its own forces/employees/agents/ subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

d. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

10. LICENSES.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this Agreement.

11. PROPRIETARY INFORMATION.

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

during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City 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.

13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

14. GENERAL TERMS AND CONDITIONS

a. Indemnity. Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. Workers Compensation Insurance: Minimum statutory limits with an additional insured endorsement and a waiver of subrogation endorsement naming TCMHA.

ii. Automobile Insurance: $1,000,000.00 per occurrence.

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

iv. Notice Of Cancellation: Tri-City requires ten (10) days written notice of cancellation.

v. Certificate Of Insurance: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental

Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

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

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

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

d. Changes to the Agreement. This Agreement shall not be assigned or transferred. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as "Exhibit C".

15. REPRESENTATIVE AND NOTICE

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

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

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

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

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

16. EXHIBITS

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

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated _____

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

Exhibit D: Business Associate Agreement

17. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. 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. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City 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.

18. EXECUTION.

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

TRI-CITY MENTAL HEALTH AUTHORITY , Contractor

By:_____ By: _____
Ontson Placide, Executive Director , President/Owner

Attest:

By:_____

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

By:_____
Steven L. Flower , General Counsel

EXHIBIT A

SCOPE OF SERVICE

EXHIBIT B

CONTRACTOR'S PROPOSAL

EXHIBIT D

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

_____

Contractor's Name Last First

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

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

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

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

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

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

_____	_____	_____
Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
	Ontson Placide, Executive Director	
_____	_____	_____
Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
Contractor
Finance

EXHIBIT D



BUSINESS ASSOCIATE AGREEMENT

(Attached)

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is made as of this _____ day of _____, 20___ (the "**Effective Date**") by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity ("**Covered Entity**" or "**CE**") and _____ _____("**Business Associate**" or "**BA**") (each a "**party**" and, collectively, the "**parties**").

RECITALS

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

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

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

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

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

AGREEMENT

I. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Obligations of Business Associate.

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

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

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

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

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

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

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

3. Mitigation. BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations. BA will cooperate fully with CE in investigating any potential or actual breaches of PHI, including assistance, if requested, in conducting any risk of compromise or harm analyses, and with the preparation and transmittal of any notice, which CE may determine is required by applicable law, to be sent to third parties regarding the known or suspected unauthorized disclosure of PHI, and take any and all remedial actions necessary to restore the security and integrity of BA's information systems and infrastructure. BA will promptly reimburse CE for all costs, expenses and damages (including reasonable attorney's fees) associated with any notification process that may be required under HIPAA or any other applicable law, with respect to any use and/or disclosure of PHI in violation of the requirements of this BAA by BA, its agents, or its Subcontractors. BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

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

F. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524, in addition to Cal. Health & Safety Code § 123100 *et seq*. If BA maintains an Electronic Health Record, BA shall provide such information

in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

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

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

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

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

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

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

M. AI Technologies.

1. Absent CE's prior explicit written authorization, BA is expressly prohibited from using, disclosing, transmitting, de-identifying, accessing, or permitting access to any Protected Information for the purpose of training, fine-tuning, developing, improving, validating, operating, or otherwise supporting any artificial intelligence technologies ("AI Technologies"). Where such written authorization is granted, BA may use Protected Information solely for the specific AI-related purposes expressly approved in writing by CE, and only to the minimum extent necessary to accomplish those approved purposes. BA shall not reuse, retain, repurpose, aggregate, de-identify, or combine Protected Information or AI-generated outputs for any secondary purpose, including without limitation, generalized model training, benchmarking, commercialization, or use for the benefit of BA or any third party, without CE's prior written authorization.

2. In connection with any CE-approved AI Technologies, BA shall implement and maintain appropriate administrative, technical, and physical safeguards to protect PHI, CE-systems, and associated data from any unauthorized access, use, disclosure, alteration, or destruction. Such safeguards shall comply with HIPAA, the Security Rule, applicable state privacy and security laws, and recognized industry standards, and shall specifically address risks associated with AI Technologies, including data security, privacy, accuracy, reliability, bias, explainability, and the risk of unintended model behavior. BA shall cooperate with CE's privacy, security, and AI-related governance and risk-management processes, including by providing complete and accurate information regarding any AI Technologies used, the nature of data inputs and outputs, model limitations, applicable risk-mitigation measures, and any material changes to AI functionality that could affect PHI or CE, upon CE's request. BA shall promptly notify CE of any material AI-related incident, misuse, unintended output, data exposure, or regulatory inquiry that could reasonably affect CE, PHI, or patient safety. CE retains the right to audit, assess, and verify BA's compliance with this Section, including through documentation review, questionnaires, or other reasonable means. BA shall promptly remediate any identified non-compliance at its sole expense. Notwithstanding anything to the contrary in this BAA, BA remains fully responsible and accountable for the performance, outputs, impacts, and compliance of any AI Technologies used in connection with services performed under this BAA and the Agreement. BA shall promote transparency, fairness, non-discrimination, privacy protection,

security, sustainability, ongoing monitoring, risk management, and continuous improvement with respect to all AI Technologies used throughout the term of this BAA.

3. BA shall provide CE with written notice at least thirty (30) days prior to implementing any material change in its data processing activities that affects or could affect PHI, including but not limited to: (a) the adoption or integration of artificial intelligence, machine learning, automated decision-making, or similar technologies; (b) any new or modified workflow that relies on the use or disclosure or PHI for algorithmic or automated processing; or (c) any change that materially alters the manner in which PHI is accessed, used, stored, transmitted, de-identified, or disclosed. BA shall not implement such changes unless and until CE has reviewed and approved them in writing.

III. Indemnification; Limitation of Liability.

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

IV. Business Associate's Insurance.

In addition to any insurance requirements specified in the Agreement, BA shall also maintain Cyber Liability coverage in the amount of $5,000,000 for each claim, which shall include providing protection against liability for (a) Breaches, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from any unauthorized use, loss or disclosure of PHI. . BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

V. Term and Termination.

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

B. Termination.

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

2. Effect of Termination. Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI within sixty (60) days of termination of this BAA. If return or destruction is not feasible, BA shall provide to CE notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

VI. Assistance in Litigation.

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

VII. Compliance with State Law.

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

VIII. Compliance with 42 C.F.R. Part 2.

To the extent CE operates a federally-assisted program that must comply with the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, BA acknowledges it is also a qualified services organization and that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

IX. Amendment to Comply with Law.

Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to

implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

X. No Third-Party Beneficiaries.

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

XI. Notices.

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

If to CE:	Tri-City Mental Health Authority 1717 N. Indian Hill Blvd., Suite B Claremont, CA 91711 Attn: Privacy Officer
If to BA:	
	Attn:
With a copy to:	Hooper, Lundy & Bookman, P.C. 1875 Century Park East, Suite 1600 Los Angeles, CA 90067 Attn: Linda Kollar, Esq. Fax: 310-551-8181

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

XII. Interpretation.

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

XIII. Entire Agreement of the Parties.

This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

XIV. Regulatory References.

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

XV. Counterparts.

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

[Signatures on the Following Page]

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

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH AUTHORITY	
Name of Covered Entity	**Name of Business Associate**
Authorized Signature	**Authorized Signature**
ONSTON PLACIDE	
Print Name	**Print Name**
EXECUTIVE DIRECTOR	
Printed Title	**Printed Title**
Date	**Date**

AGENDA ITEM NO. 11

Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

BY: Ontson Placide, Executive Director

SUBJECT: CONSIDERATION OF PROPOSED NAME CHANGE FROM TRI-CITY MENTAL HEALTH AUTHORITY TO TRI-CITY BEHAVIORAL HEALTH AUTHORITY AND DIRECTION TO STAFF TO PROCEED WITH FURTHER REVIEW

Summary:

Staff recommends that the Governing Board support, in concept, changing the official name of Tri-City Mental Health Authority ("Tri-City" or "Authority") to Tri-City Behavioral Health Authority. The proposed name change reflects the continuing evolution of California's public behavioral health system and more accurately represents the broader continuum of behavioral health services, programs, partnerships, and responsibilities of the Authority. Tri-City's organizational identity has historically reflected its primary role as a mental health agency. However, the statewide transition from the Mental Health Services Act (MHSA) to the Behavioral Health Services Act (BHSA) represents a broader behavioral health framework that encompasses mental health and substance use disorder services.

This initial action is intended solely to establish the Governing Board's policy direction regarding the proposed name change. Approval of this item will not, by itself, amend the Joint Powers Agreement or immediately change the Authority's legal name. If approved, staff will work with General Counsel to identify and develop the legal, governmental, contractual, financial, regulatory, and administrative actions necessary to implement the change.

Any subsequent action requiring Governing Board approval, including amendments to the Joint Powers Agreement and other governing documents, will be presented to the Governing Board separately for consideration and approval.

Background:

Tri-City Mental Health Authority operates as a Joint Powers Authority established by the Cities of Pomona, Claremont, and La Verne to provide public mental health services to residents of the three member cities. Tri-City's current materials continue to identify the organization as a public JPA serving the three cities.
California's behavioral health system has undergone significant transformation in recent years. In March 2024, California voters approved Proposition 1, which transformed MHSA

into BHSA and established a broader behavioral health framework. As part of Tri-City's response to this transformation, the Governing Board previously approved changing the name of the Tri-City Mental Health Commission to the Tri-City Behavioral Health Commission to more accurately reflect the broader behavioral health focus. A total of 43 of 58 (74%) Counties now utilize Behavioral Health in their name, and more are changing.

Similarly, the name Tri-City Behavioral Health Authority would more accurately communicate the scope and future direction of the Authority while preserving the "Authority" designation that reflects Tri-City's governmental identity. The proposed change is intended to modernize the Authority's name and align its organizational identity with the broader behavioral health system in which Tri-City operates. It is not intended to create a new governmental entity, alter the composition of the Governing Board, or modify the relationship among the member cities. The specific legal effect and requirements associated with implementation will be reviewed by General Counsel and addressed through subsequent actions presented to the Governing Board, as appropriate.

Initial Board Action and Next Steps:
At this stage, staff is requesting only that the Governing Board determine whether it supports moving forward with the proposed name Tri-City Behavioral Health Authority.
If the Governing Board supports the proposed name change in concept, staff will proceed with the necessary due diligence and implementation planning, including consultation with General Counsel regarding the Authority's Joint Powers Agreement and identification of required actions involving the member cities and applicable governmental agencies.
Staff will also evaluate the implications of the proposed change for existing contracts, regulatory and funding relationships, financial and banking records, licenses and registrations, policies and procedures, information technology systems, websites, forms, signage, communications, and other official Authority records and materials.

Those actions are not being approved through this agenda item. Instead, staff will return to the Governing Board with subsequent recommendations and documents requiring Board consideration before the legal name change is implemented, including a proposed amendment to the Joint Powers Agreement if required. This phased approach will allow the Governing Board to first establish its policy direction regarding the name of the Authority before staff undertakes the formal implementation process.

Fiscal Impact:

There is no significant immediate fiscal impact associated with the Governing Board's conceptual approval of the proposed name change.

Future implementation may result in legal, administrative, filing, signage, technology, communications, document, and other transition-related costs. Staff will evaluate those

costs as part of the implementation planning process and identify any material fiscal impacts when subsequent actions are presented to the Governing Board.

Recommendation:

1. Support, in concept, changing the official name of Tri-City Mental Health Authority to Tri-City Behavioral Health Authority;

2. Direct the Executive Director to work with General Counsel and appropriate staff to evaluate and develop the legal, regulatory, contractual, financial, governmental, and administrative actions necessary to implement the proposed name change; and

3. Direct staff to return to the Governing Board for consideration and approval of amendments to the Joint Powers Agreement and any other actions requiring Governing Board approval prior to implementation of the legal name change.

Attachments

None.

GOVERNING BOARD ACTION RECORD
AGENDA ITEM NO 11
ACTION OF THE GOVERNING BOARD OF THE
TRI-CITY MENTAL HEALTH AUTHORITY

CONSIDERATION OF PROPOSED NAME CHANGE FROM TRI-CITY MENTAL HEALTH AUTHORITY TO TRI-CITY BEHAVIORAL HEALTH AUTHORITY AND DIRECTION TO STAFF TO PROCEED WITH FURTHER REVIEW

1. RECOMMENDED ACTION

A motion to support, in concept, the proposed change of the Authority's name from Tri-City Mental Health Authority to Tri-City Behavioral Health Authority and direct the Executive Director to proceed with the legal and administrative review necessary to determine the actions required to implement the proposed change, with subsequent actions requiring Governing Board approval to be brought back for consideration.

2. ADOPTION

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MOTION: ☐ CARRIED ☐ FAILED

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 12

Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 21, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

BY: Ontson Placide, Executive Director

SUBJECT: INFORMATIONAL/DISCUSSION ITEM - GOVERNING BOARD TRAINING REQUIREMENTS AND SCHEDULING

Summary:

This item provides the Governing Board with information regarding two upcoming training requirements and educational activities. First, Senate Bill 827 (SB 827) establishes fiscal and financial training requirements applicable to covered local agency officials, including members of local agency governing bodies. Second, TCMHA is coordinating a 3.5-hour Governing Board educational session focused on the distinction between governance and operations. The Governing Board will discuss the proposed training schedule and confirm a mutually agreeable date for the educational session.

Background:

Effective January 1, 2026, SB 827 established new fiscal and financial training requirements for specified local agency officials, including members of local agency governing bodies. Covered officials are required to complete at least two hours of qualifying fiscal and financial training on a recurring two-year basis. The legislation also requires local agencies to maintain appropriate training records and imposes additional requirements regarding the provision of training information.

These requirements are applicable to TCMHA and its covered officials. To facilitate compliance, TCMHA has arranged for qualifying training to be available at no cost to Governing Board members through an Agency vendor. Governing Board members who also serve as City Councilmembers may alternatively complete qualifying training through their respective City, provided that documentation of successful completion is submitted to TCMHA for the Agency's records. Community Representatives serving on the Governing Board will complete the required training directly through TCMHA. Documentation of subsequent training completion will continue to be maintained by TCMHA consistent with the recurring two-year training requirement. SB 827 requires covered individuals to complete the fiscal and financial training every two years.

Separately, TCMHA is coordinating a 3.5-hour Governing Board educational session focused on governance versus operations. The session will be facilitated by an outside expert consultant and is intended to further clarify Governing Board governance and

oversight responsibilities and the appropriate distinction between Board governance and Agency administrative and operational functions.

Governing Board members have previously been surveyed regarding their availability for the proposed weekend training session. This agenda item provides an opportunity for the Governing Board to discuss the proposed scheduling options and reach agreement on a training date that accommodates all members.

Recommendation:

Staff recommends that the Governing Board receive information regarding the upcoming Governing Board training session and applicable mandatory training requirements under California law and discuss the proposed training schedule.

Attachments

None.