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Claremont and La  
Verne.

## TRI-CITY MENTAL HEALTH AUTHORITY

### AGENDA

#### GOVERNING BOARD REGULAR MEETING

WEDNESDAY, SEPTEMBER 17, 2025 AT 5:00 P.M.  
MHSA ADMINISTRATION BUILDING  
2001 NORTH GAREY AVENUE, POMONA, CA 91767

#### GOVERNING BOARD

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

#### **Administrative Office**

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

#### **Clinical Office / Adult**

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

#### **Clinical Office / Child & Fam**

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

#### **MHSA Administrative Office**

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

#### **Wellness Center**

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

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

<https://tricitymhs-org.zoom.us/j/81570788564?pwd=2ofzoAd2eLILa4tZcbM9CsSL3AkJPb.1>

**Passcode: awFL+Wy4**

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

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

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

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

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

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

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

**GOVERNING BOARD CALL TO ORDER**

Chair Leano calls the meeting to Order.

**ROLL CALL**

Board Members Lorraine Canales, Carolyn Cockrell, Sandra Grajeda, Paula Lantz, and Elizabeth Ontiveros-Cole; 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; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the TCMHA's website: <http://www.tricitymhs.org>

**CONSENT CALENDAR****1. APPROVAL OF MINUTES OF THE JULY 16, 2025 REGULAR MEETING OF THE GOVERNING BOARD**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of July 16, 2025.”

**2. ONTSON PLACIDE, EXECUTIVE DIRECTOR MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

**3. DIANA ACOSTA, CHIEF FINANCIAL OFFICER MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

**4. LIZ RENTERIA, CHIEF CLINICAL OFFICER MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

**5. SEEYAM TEIMOORI, MEDICAL DIRECTOR MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

**8. CONSIDERATION OF RESOLUTION NO. 805 APPROVING AN AFFILIATION AGREEMENT FOR INTERNSHIP PROGRAM WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UCLA DEPARTMENT OF SOCIAL WELFARE, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 805 approving the Affiliation Agreement with the Regents of the University of California on behalf of UCLA Department of Social Welfare, and authorizing the Executive Director to execute the Agreement and any amendments thereafter.”

**9. CONSIDERATION OF RESOLUTION NO. 806 APPROVING AN AFFILIATION AGREEMENT FOR INTERNSHIP PROGRAM WITH CALIFORNIA BAPTIST UNIVERSITY THROUGH ITS MASTER OF SOCIAL WORK PROGRAM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 806 approving the Affiliation Agreement with the California Baptist University through its Master of Social Work Program, and authorizing the Executive Director to execute the Agreement and any amendments thereafter.”

**10. CONSIDERATION OF RESOLUTION NO. 807 ESTABLISHING THE AUTHORITY'S CHARITABLE CHOICE AND REFERRAL PROCESS POLICY AND PROCEDURE EFFECTIVE SEPTEMBER 17, 2025, REQUIRED TO OBTAIN AOD CERTIFICATION FROM THE DHCS AND THE SAPC CONTRACT WITH THE LA COUNTY DEPARTMENT OF PUBLIC HEALTH**

Recommendation: “A motion to adopt Resolution No. 807 establishing the Charitable Choice and Referral Process Policy and Procedure, to complete the Application Process to obtain the Alcohol and Other Drugs (AOD) Certification from the Department of Health Care Services (DHCS) and the Substance Abuse Prevention and Control (SAPC) Contract with the LAC Department of Public Health.”

**11. CONSIDERATION OF RESOLUTION NO. 808 APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH CENTRESCAPES, INC. FOR LANDSCAPE MAINTENANCE SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Recommendation: “A motion to adopt Resolution No. 808 authorizing the Executive Director to execute the First Amendment to the Agreement with CentreScapes, Inc. for Landscape Maintenance Services for Three Months beginning on October 1, 2025.”

- 12. CONSIDERATION OF RESOLUTION NO. 809 APPROVING AN ADDENDUM TO THE SOFTWARE SERVICES AGREEMENT WITH WELLIGENT FOR THE CONTINUUMCLOUD SUBSCRIPTION RENEWAL IN THE AMOUNT OF \$44,762.41 FOR ONE YEAR EFFECTIVE OCTOBER 1, 2025, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ADDENDUM**

Recommendation: “A motion to adopt Resolution No. 809 authorizing the Executive Director to execute an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud subscription renewal in the amount of \$44,762.41 for one year effective October 1, 2025.”

- 13. CONSIDERATION OF RESOLUTION NO. 810 APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH PROJECT RETURN PEER SUPPORT NETWORK (PRPSN) IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR ADDITIONAL CONSULTING SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Recommendation: “A motion to adopt Resolution No. 810 Authorizing the Executive Director to execute the First Amendment to the Agreement with PRPSN for additional Consulting Services for the Community Planning Process in an amount not to exceed \$40,000.”

- 14. CONSIDERATION TO APPROVE TRI-CITY MENTAL HEALTH AUTHORITY’S MEMBERSHIP IN THE CALIFORNIA BEHAVIORAL HEALTH DIRECTORS ASSOCIATION (CBHDA) FOR FISCAL YEAR 2025-26**

Recommendation: “A motion to approve Tri-City Mental Health Authority’s membership in the California Behavioral Health Directors Association (CBHDA) for FY 2025-26.”

- 15. CONSIDERATION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO PURCHASE 250 MICROSOFT OFFICE 365 BUSINESS PREMIUM LICENSES AT AN ANNUAL COST OF \$66,000**

Recommendation: “A motion to authorize the Executive Director to purchase 250 Microsoft Office 365 Business Premium Licenses at an annual cost of \$66,000.00.”

**NEW BUSINESS**

- 16. CONSIDERATION OF RESOLUTION NO. 811 APPROVING A FIVE-YEAR AGREEMENT WITH RELIAS, LLC FOR E-LEARNING SERVICES BEGINNING ON OCTOBER 1, 2025, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 811 approving the 5-Year E- Learning Services Agreement in the approximate annual amount of \$42,020.18, with Relias, LLC, beginning on October 1, 2025 through September 30, 2030, and authorizing the Executive Director to execute the Agreement and any amendments thereafter.”

**17. CONSIDERATION OF RESOLUTION NO. 812 APPROVING A ONE YEAR AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$50,000.00, WITH CAPSTONE SOLUTIONS CONSULTING GROUP, LLC FOR STRATEGIC PLANNING SUPPORT FOR SUSTAINABLE BEHAVIORAL HEALTH SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 812 authorizing the Executive Director to execute a one year Agreement with Capstone Solutions Consulting Group, LLC, in an amount not to exceed \$50,000 for Strategic Planning Support for sustainable behavioral health services, beginning on October 1, 2025.”

**18. CONSIDERATION OF RESOLUTION NO. 813 APPROVING AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR LABOR LEGAL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 813 approving the Agreement for labor legal services with Liebert Cassidy Whitmore effective retroactive to July 1, 2025 and authorizing the Executive Director to execute the Agreement.”

**19. CONSIDERATION OF RESOLUTION NO. 814 APPROVING AN AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC., IN THE AMOUNT OF \$22,260.00 FOR HUMAN RESOURCES PROFESSIONAL SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 814 authorizing the Executive Director to execute a new agreement with Gallagher Benefit Services, Inc. effective September 17, 2025, for Human Resources Professional Services in the amount of \$22,260.00.”

**20. CONSIDERATION OF RESOLUTION NO. 815 AUTHORIZING THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH THE CITY OF CLAREMONT FOR OFFICE SPACE LOCATED AT 1717 N. INDIAN HILL BLVD., SUITE B, IN CLAREMONT, CALIFORNIA, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Recommendation: “A motion to adopt Resolution No. 815 authorizing the Executive Director to execute the First amendment to the Lease Agreement with the City of

Claremont for office space located at 1717 N. Indian Hill Boulevard, Suite B, in Claremont, California, in the sum of \$9,753.54 per month.

**21. CONSIDERATION OF RESOLUTION NO. 816 AWARDING THE AGREEMENT FOR PHASE II OF THE MHSA INNOVATION PROJECT: MULTI-COUNTY COLLABORATIVE PSYCHIATRIC ADVANCE DIRECTIVES (PADS) TO PROJECT RETURN PEER SUPPORT NETWORK (PRPSN) IN THE AMOUNT OF \$114,394.00; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 816 authorizing the Executive Director to enter into an Agreement with PRPSN for Phase II of the Psychiatric Advice Directives (PADs) Project services in the amount of \$114,394.00, effective October 1, 2025.”

**GOVERNING BOARD COMMENTS**

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

**PUBLIC COMMENT**

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

**CLOSED SESSION**

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

- 1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Government Code § 54956.8)  
Property: 431 West Baseline Road, Claremont, CA 91711  
Agency Negotiators: Ontson Placide, Diana Acosta.  
Negotiating Party: The Renken Company  
Under Negotiation: Price and terms of payment.
- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2). One case.

**RECONVENE TO OPEN SESSION**

The Governing Board will reconvene to an Open Session.

**CLOSED SESSION REPORT**

Any reportable action taken is announced.

**ADJOURNMENT**

The next regular meeting of the Governing Board will be held on **Wednesday, October 15, 2025 at 5:00 p.m.** in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California. The Governing Board is dark in August.

MICAELA P. OLMOS  
JPA ADMINISTRATOR/CLERK



## MINUTES

### **REGULAR MEETING OF THE GOVERNING BOARD July 16, 2025 – 5:00 P.M.**

The Governing Board Regular Meeting was held on Wednesday, July 16, 2025, at 5:00 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

**CALL TO ORDER** Board Member Lantz called the meeting to order at 5:00 p.m.

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

#### GOVERNING BOARD

**PRESENT:** Lorraine Canales, City of Pomona, Board Member  
Carolyn Cockrell, City of La Verne, 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 5:20 p.m.)  
Jaime Earl, City of Claremont, Alternate Board Member  
Meshal "Kash" Kashifalgita, City of La Verne, Alternate Board Member

**ABSENT:** Jed Leano, City of Claremont, Chair  
Wendy Lau, City of La Verne, Vice-Chair

#### STAFF:

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

General Counsel Flower advised the need to appoint an Ad Hoc Chair for the duration of the meeting due to and Chair Leano and Vice-Chair Lau's Absence.

There being no discussion, Alternate Board Member Earl moved, and Board Member Cockrell seconded to appoint Board Member Lantz as Ad Hoc Chair for the July 26, 2025, Governing Board Regular Meeting. The motion was carried by the following vote: Alternate Board Members Earl and Kashifalgita; Board Members Canales, Cockrell, Grajeda, Lantz. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole, Vice-Chair Lau and Chair Leano.

**AGENDA ITEM NO. 1**

## **CONSENT CALENDAR**

Board Member Lantz 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 the Consent Calendar Items No. 1 – 9. The motion was carried by the following vote: Alternate Board Members Earl and Kashifalgita; Board Members Canales, Cockrell, Grajeda, Lantz. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole, Vice-Chair Lau and Chair Leano.

**1. APPROVAL OF MINUTES FROM THE JUNE 18, 2025 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of June 18, 2025.”

**2. ONTSON PLACIDE, EXECUTIVE DIRECTOR MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

**3. DIANA ACOSTA, CHIEF FINANCIAL OFFICER MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

**4. LIZ RENTERIA, CHIEF CLINICAL OFFICER MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

**5. SEEYAM TEIMOORI, MEDICAL DIRECTOR MONTHLY REPORT**

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

**8. CONSIDERATION OF RESOLUTION NO. 798 ESTABLISHING THE AUTHORITY'S DRUG MEDICAL FEE PAYMENT POLICY AND PROCEDURE REQUIRED TO COMPLETE THE APPLICATION PROCESS FOR BOTH THE DEPARTMENT OF HEALTH CARE SERVICES (DHCS) ALCOHOL AND OTHER DRUGS (AOD) CERTIFICATION AND THE SAPC (SUBSTANCE ABUSE PREVENTION AND CONTROL) CONTRACT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH, EFFECTIVE JULY 16, 2025**

Recommendation: “A motion to adopt Resolution No. 798 establishing the Drug Medi-Cal Fee Payment Policy and Procedure to obtain AOD Certification from the DHCS and the SAPC Contract with the LAC Dept. of Public Health, effective July 16, 2025.”

**9. CONSIDERATION OF RESOLUTION NO. 799 APPROVING AN AFFILIATION AGREEMENT FOR INTERNSHIP PROGRAM WITH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY (CSU) ON BEHALF OF CALIFORNIA STATE UNIVERSITY, FULLERTON, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER**

Recommendation: “Staff recommends that the Governing Board adopt Resolution No. 799 approving the Affiliation Agreement with the Trustees of the CSU on behalf of CSUF and authorizing the Executive Director to execute the Agreement, and any amendments thereafter.”

**NEW BUSINESS**

**10. CONSIDERATION OF RESOLUTION NO. 800 ADOPTING A REVISED MASTER CLASSIFICATION AND SALARY SCHEDULE REFLECTING A 2% COST OF LIVING ADJUSTMENT (COLA), HEALTHCARE WORKER MINIMUM WAGE COMPLIANCE UNDER SB NO. 525, AND CLINICAL COMPENSATION ADJUSTMENTS, EFFECTIVE JULY 1, 2025**

Human Resources Director Torregano presented a revised salary schedule to the board. The update included a 2% cost-of-living adjustment (COLA), a \$1 base salary increase to \$24.00 an hour as required by State Law, and classification and compensation adjustments within the clinical series. These changes were based on recent salary data and aimed to align compensation with current market benchmarks.

Board Member Lantz opened the meeting for public comment; and there was none.

There being no further discussion, Alternate Board Member Kashifalgita moved, and Board Member Canales seconded, to approve Resolution No. 800 adopting the revised Authority's Master Classification and Salary Schedule reflecting a 2% COLA, HCW Minimum Wage Compliance under SB No. 525; and Salary Range adjustments for the Clinical classification series, effective July 1, 2025. The motion was carried by the following vote: Alternate Board Members Earl and Kashifalgita; Board Members Canales, Cockrell, Grajeda, and Lantz. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole, Vice-Chair Lau, and Chair Leano.

**14. CONSIDERATION OF RESOLUTION NO. 804 AUTHORIZING THE EXPENDITURE OF \$5,790,000 FROM ITS CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS FOR PROPERTY ACQUISITION AND TECHNOLOGY ENHANCEMENTS**

Item No. 14 was pulled out of order.

Chief Financial Officer Acosta presented updates on technology upgrades, including a list of items and descriptions that had been documented in her report. She also informed the board about the

opportunity to purchase a building to house staff and stated the proposal had been posted for a 30-day public comment period beginning on June 12, 2025, and no comments were received during that time.

Board Member Canales inquired about the source of funding for the new facility. Chief Financial Officer Acosta clarified that the funds would come from MHSA allocations, specifically from a block of funds set aside for a 10-year expenditure window. Although the funds were only 2–3 years into the block, she emphasized the importance of utilizing them. Executive Director Placide added that if not spent, the funds would revert.

Board Member Lantz expressed concern about the potential expenditure of up to \$4 million, stating discomfort with that amount and suggesting that housing needs were more pressing than administrative infrastructure. Chief Financial Officer Acosta responded that CFTN funds were designated specifically for buildings and could not be used for housing. Executive Director Placide reinforced that CFTN dollars were strictly for infrastructure and not for services or housing, which were supported by a separate funding stream. Board Member Lantz questioned whether the funds could be redirected toward infrastructure other than buildings, to which Executive Director Placide replied that the funds would revert if unused and result in less funding received in the future.

Board Member Canales asked whether the building under consideration was located in Claremont. Board Member Lantz clarified that the current discussion was about fund allocation and not tied to a specific property. Chief Financial Officer Acosta clarified the item was not to purchase a specific building but to allocate funds to purchase a building. General Counsel Flower confirmed that the proposal was subject to board approval. Board Member Canales asked whether the need for a new building was longstanding, and Chief Financial Officer Acosta affirmed that it was, noting that the current facility had been outgrown. Board Member Grajeda added that purchasing a building would be more cost-effective than continuing to lease.

Executive Director Placide noted the discussion was scheduled to be discussed further in Closed Session.

Board Member Lantz opened the meeting for public comment; and there was none.

There being no further discussion, Board Member Grajeda moved, and Board Member Cockrell seconded, to approve Resolution No. 804 authorizing the Executive Director to utilize \$5,790,000 from the Authority's CFTN Plan Funds for property acquisition and technology enhancements. The motion was carried by the following vote: Alternate Board Members Earl and Kashifalgita; Board Members Canales, Cockrell, and Grajeda. NOES: Board Member Lantz. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole, Vice-Chair Lau and Chair Leano.

**11. CONSIDERATION OF RESOLUTION NO. 801 AWARDED THE AGREEMENT FOR LAPTOP FLEET REFRESH SERVICES TO INTELLI-TECH IN THE AMOUNT OF \$302,985,00; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

IT Systems Administrator & Security Officer Cesario explained all vendors had submitted their warranty and service proposals as part of their overall submissions. One of the lower-priced options included a more involved process for laptop repair and servicing. This option required scheduling time with the HP manufacturer and designating on-site space for an HP technician to

perform repairs, which would also require staff to be available to coordinate and attend to the technician.

He explained in contrast, the proposal from Intellitec offered a more streamlined approach. Their service included picking up the machines, transporting them to their authorized service center for repairs, and returning them once completed. While both options were largely comparable in terms of deliverables, the HP option introduced additional overhead for the IT team in managing warranty repairs.

Board Member Lantz opened the meeting for public comment; and there was none.

There being no further discussion, Alternate Board Member Kashifalgita moved, and Board Member Canales seconded to approve Resolution No. 801 authorizing the Executive Director to enter into an Agreement with Intelli-Tech for Laptop Fleet Refresh services in the amount of \$302,985,00, effective July 16, 2025. The motion was carried by the following vote: Alternate Board Members Earl and Kashifalgita; Board Members Canales, Cockrell, Grajeda, and Lantz. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole, Vice-Chair Lau, and Chair Leano.

**12. CONSIDERATION OF RESOLUTION NO. 802 APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH CAPSTONE SOLUTIONS CONSULTING GROUP, LLC FOR COMPLETION OF THE DRUG MEDI-CAL CERTIFICATION FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS), AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Chief Clinical Officer Renteria stated TCMHA was close to a completed Drug-Medical Certification application and would be submitting within the next two weeks. She explained after completion, revisions and corrections would take place.

Board Member Lantz opened the meeting for public comment; and there was none.

There being no further discussion, Alternate Board Member Earl moved, and Board Member Cockrell seconded to approve Resolution No. 802 approving the Third Amendment to the Agreement with Capstone Solutions Consulting Group, LLC; and authorizing the Executive Director to execute the Amendment. The motion was carried by the following vote: Alternate Board Members Earl and Kashifalgita; Board Members Canales, Cockrell, Grajeda, and Lantz. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole, Vice-Chair Lau and Chair Leano.

**13. CONSIDERATION OF RESOLUTION NO. 803 APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH THE RIVERSIDE COMMUNITY CARE, INC. FOR SUICIDE POSTVENTION: SUPPORTING SCHOOLS, WORKPLACES, AND COMMUNITIES AFTER SUDDEN, UNEXPECTED LOSS TRAINING SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

Chief Clinical Officer Renteria reported the first round of training was completed and had a positive reception. She stated the goal was to open to training to community partners, schools, and law enforcement.

At 5:20 p.m., Board Member Ontiveros-Cole arrived at the meeting.

Board Member Cockrell stated she was able to attend one of the trainings and found it beneficial.

Board Member Lantz opened the meeting for public comment; and there was none.

There being no further discussion, Board Member Cockrell moved, and Board Member Grajeda seconded to approve Resolution No. 803 approving the First Amendment to the Agreement with Riverside Community Care, Inc. for suicide postvention services, and authorizing the Executive Director to execute said Amendment. The motion was carried by the following vote: Alternate Board Members Earl and Kashifalgita; Board Members Canales, Cockrell, Grajeda, and Lantz. NOES: None. ABSTAIN: Board Member Ontiveros-Cole. ABSENT: Vice-Chair Lau and Chair Leano.

### **GOVERNING BOARD COMMENTS**

Board Member Lantz welcomed Alternate Board Member Kashifalgita to the meeting.

### **PUBLIC COMMENT**

There was no comment.

### **CLOSED SESSION**

At 5:21 p.m., the Governing Board recessed to a Closed Session pursuant to: 1) Conference With Legal Counsel – Anticipated Litigation, significant exposure to litigation pursuant to Government Code § 54956.9(d)(2), one case; 2) Conference With Real Property Negotiators, (Government Code § 54956.8), for property located at 431 West Baseline Road, Claremont, CA 91711, Agency Negotiators: Ontson Placide, Diana Acosta, Negotiating Party: The Renken Company, Under Negotiation: Price and terms of payment; and 3) Conference With Legal Counsel – Existing Litigation (Government Code § 54956.9) Patricia Kears v. Tri-City Mental Health Authority, et al., LA Superior Ct. Case No. 21PSCV00953.

### **RECONVENE TO OPEN SESSION**

At 6:06 p.m. the Governing Board reconvened to an Open Session.

### **CLOSED SESSION REPORT**

General Counsel Flower announced that as to Item Nos. 1 and 2 there are no reportable actions; and that regarding Item No. 3, the Board unanimously approved a settlement agreement in the litigation matter of Patricia Kears vs. Tri-City Mental Health. The agreement, signed by Ms. Kears, included Tri-City agreed to pay Ms. Kears a total of \$275,000, inclusive of attorneys' fees and litigation costs. In return, Ms. Kears was to provide a full release of all potential legal claims—both known and unknown—against Tri-City and her employment with the agency; and she also was to submit her irrevocable resignation, effective immediately. Tri-City committed to issuing the settlement payment within 21 days of the agreement date, and both parties agreed to bear their own legal fees and costs associated with the litigation. Upon receipt of the settlement payment, a dismissal with prejudice of the lawsuit was to be filed with the Los Angeles Superior Court.

**ADJOURNMENT**

At 6:08 p.m., on consensus of the Governing Board its Regular Meeting of July 16, 2025, was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, September 17, 2025, at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

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Micaela P. Olmos, JPA Administrador/Clerk

DRAFT



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

**DATE:** September 17, 2025  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Ontson Placide, LMFT, Executive Director  
**SUBJECT:** Executive Director's Monthly Report

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**UPDATE ON THE MHSA to BHTA REVERSION PLANNING**

The MHSA Plan recommendations for reversion projects were accepted and approved by the Governing Board in June. Tri-City continues to work on all approved projects. The housing development projects details are being reviewed and negotiated at various levels. The Hope for Home beds increases have occurred and are operational. Additional updates will be brought to the Governing Board as milestones are reached.

**ONGOING AGENCY PLANNING**

The MHSA to BHTA planning process continues with organizing, compiling and completing the CA DHCS Integrated Plan. Planning with LA County DMH is critical. We have had a preliminary meeting with DMH and will have further conversations about service delivery and programs that will be required starting in July 2026. In addition, there are other services we will be discussing with DMH for ongoing comprehensive service array sustainability within the Tri-City jurisdictional area.

**HUMAN RESOURCES**

Staffing – Month Ending August 2025:

- Total Staff is 216 full-time and 7 part-time plus 46 full-time vacancies 3 part-time vacancies for a total of 268 full-time equivalent positions.
- There were 5 new hires in August 2025.
- There were 3 separations in August 2025.

Workforce Demographics in August 2025:

- American Indian or Alaska Native = 0.45%
- Asian = 7.17%
- Black or African American = 7.62%
- Hispanic or Latino = 63.68%
- Native Hawaiian or Other Pacific Islander = 0.45%
- Other = 2.24%
- Two or more races = 1.79%
- White or Caucasian = 16.59%

New Posted Positions in August 2025:

- Clinical Supervisor I/II – School Based Services (1 FTE)
- Clinical Supervisor I/II – Adult FSP (1 FTE)
- Peer Support Specialist I/II – COP (.5 FTE)

Open Enrollment & HR Technology Strategy Update

Our annual benefits open enrollment will begin next month. This year, we are moving to a *change-only* open enrollment process. Employees will only need to participate if they are:

- Making changes to their current benefit elections, or
- Re-enrolling in the Flexible Spending Account (FSA 125).

**NATIONAL & STATEWIDE UPDATES IN BEHAVIORAL HEALTH**

Federal Funding/Medicaid

***Judge pauses Trump policy cutting off schools, shelters to certain immigrants- A U.S. district judge issued a preliminary injunction, temporarily pausing a series of federal policies aimed at restricting certain immigrants' access to public benefits and programs.***  
[CalMatters](#)

Mental Health

***In Riverside County, groups create safe spaces for Latinos and immigrants facing increased enforcement- Latino families in Riverside County are dealing with the mental health impacts of stepped-up immigration enforcement, advocates say. Community organizations are working to build safe spaces where residents can share their experiences, learn about their rights and connect with resources.*** [KVCR](#)

Homelessness

***City of LA looking into creating its own agency to coordinate homeless housing and services- The Los Angeles City Council approved a motion Wednesday to analyze the feasibility of establishing a city-only "continuum of care," which would be independent of the county's jurisdiction, as a means to address homelessness. A continuum of care is a regional or local planning body that coordinates housing and services funding for homeless families and individuals.*** [City News Service](#)

**END>>>>>**



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

**DATE:** September 17, 2025

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

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

**SUBJECT:** Monthly Finance and Facilities Report

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**UNAUDITED FINANCIAL STATEMENTS FOR THE TWELVE MONTHS ENDED JUNE 30, 2025 (2025 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the twelve months ended June 30, 2025. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$9.7 million. MHSA operations accounted for approximately \$5.9 million of the increase, which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 2024, Tri-City received MHSA funding of approximately \$20.7 million, of which \$13.2 million were for approved programs for fiscal 2024-25 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2024. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2024-25. In addition, during this current fiscal year 2024-25 approximately \$21.4 million in MHSA funding has been received of which \$3.5 million was identified and approved for use in the current fiscal year 2024-25 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$16.7 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The increase in net position of approximately \$3.8 million is from Clinic outpatient operations, which is the result of operations for the twelve months ended June 30, 2025 which includes one-time payments made at the beginning of the year.

The total cash balance at June 30, 2025 was approximately \$69.6 million, which represents an increase of approximately \$18.8 million from the June 30, 2024 balance of

approximately \$47.8 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$5.8 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected an increase in cash of approximately \$13.0 million, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in MHSA cash reflects the receipt of approximately \$20.7 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$26.4 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the twelve months ended June 30, 2025. Of total receipts year-to-date, interim cost settlements account for approximately \$3.0 million.

## **UPCOMING, CURRENT EVENTS & UPDATES**

### Overall Financial Update

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

### Upcoming reporting & project deadlines

#### **External**

- Preparation for new reporting requirements under BHSA, final draft of the Integrated Plan has been released
- The final phase of the annual financial statement audit (FY2024-25) has begun, with the anticipated issuance of the audited financials in November 2025
- PERS has started an audit of the reporting of longevity pay (20 different municipalities are included in the audit).
  - Draft report was scheduled to be due in August 2025 (this has not yet been received) with the final report due in December 2025

#### **Internal**

- Preparation for the BHSA Integrated Plan

**Governing Board of Tri-City Mental Health Authority  
 Ontson Placide, LMFT, Executive Director  
 Monthly Staff Report of Diana Acosta  
 September 17, 2025  
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MHSA Funding Updates

**Estimated Current Cash Position** – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the twelve months ended June 30, 2025.

	<b>MHSA</b>
Cash at June 30, 2025	\$ 51,687,939
Receivables net of Reserve for Cost Report Settlements	214,064
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2024-25	- **
Reserved for future CFTN Projects	(6,417,848)
Total Estimated Adjustments to Cash	<u>(8,403,784)</u>
Estimated Available at June 30, 2025	<u>\$ 43,284,155</u>

Estimated remaining MHSA funds to be received in FY 2024-25 \$ -

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

\*\* Estimated based on to-date actuals projected through year-end June 30, 2025, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2025.

**MHSA EXPENDITURES AND MHSA REVENUE RECEIPTS**

MHSA Reversion Update

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

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

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The following tables are **excerpts** from DHCS's annual reversion report received by Tri-City on February 11, 2025 based on the fiscal year 2023-24 Annual Revenue and Expense Report (ARER).

**CSS reversion waterfall analysis**

CSS amounts received							
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24*	Total
	8,797,914	9,293,482	11,824,329	13,252,035	9,139,346	<b>16,870,739</b>	77,854,693
<b>Expended in:</b>							
2017-18							-
2018-19	-						939,014
2019-20	1,290,269	-					9,028,103
2020-21	7,507,645	3,546,924	-				11,054,569
2021-22		5,746,558	3,676,533	-			9,423,091
2022-23			8,147,796	5,723,324	-		13,871,120
2023-24				7,528,711	4,245,936	-	11,774,647
2024-25 **					<b>4,893,410</b>	<b>13,731,208</b>	<b>18,624,618</b>
2025-26							-
<b>Total Expended</b>	<b>8,797,914</b>	<b>9,293,482</b>	<b>11,824,329</b>	<b>13,252,035</b>	<b>9,139,346</b>	<b>13,731,208</b>	<b>74,715,162</b>
<b>Unspent Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,139,531</b>	<b>3,139,531</b>

\*=Based on latest revenue projections

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

**PEI reversion waterfall analysis**

PEI amounts received								
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24*	Total
	2,145,788	2,119,324	2,173,110	2,948,240	3,311,501	2,260,797	4,175,846	19,134,606
<b>Expended in:</b>								
2017-18	726,119							726,119
2018-19	1,419,669	387,017						1,806,686
2019-20	-	1,644,825	-					1,644,825
2020-21		87,482	1,746,984	-				1,834,466
2021-22			426,126	1,309,696	-			1,735,822
2022-23				1,638,544	1,718,632	-		3,357,176
2023-24					<b>1,592,869</b>	<b>1,840,888</b>	-	<b>3,433,757</b>
2024-25 **						<b>419,909</b>	<b>3,586,503</b>	4,006,412
2025-26 **								-
<b>Total Expended</b>	<b>2,145,788</b>	<b>2,119,324</b>	<b>2,173,110</b>	<b>2,948,240</b>	<b>3,311,501</b>	<b>2,260,797</b>	<b>3,586,503</b>	<b>18,545,263</b>
<b>Unspent Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>589,343</b>	<b>589,343</b>

\*=Based on latest revenue projections

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

**Governing Board of Tri-City Mental Health Authority**  
**Ontson Placide, LMFT, Executive Director**  
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The following table was copied directly from latest information provided from DHCS

**INN reversion waterfall analysis**

INN	Reallocated AB 114	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	
Encumbered Unspent Funds	799,187	302,889	580,471	550,879	784,114	874,536	620,101	926,070	
Unencumbered Unspent Funds	-	-	-	-	-	-	-	251,396	
<b>Unspent Balance</b>	<b>799,187</b>	<b>302,889</b>	<b>580,471</b>	<b>550,879</b>	<b>784,114</b>	<b>874,536</b>	<b>620,101</b>	<b>1,177,466</b>	
<b>Encumbered Funds Starting Balance →</b>	<b>799,187</b>	<b>302,889</b>	<b>580,471</b>	<b>550,879</b>	<b>784,114</b>	<b>874,536</b>	<b>620,101</b>	<b>926,070</b>	
<b>Applied Expenditure ↓</b>									<b>Applied Expenditure ↓</b>
FY 15-16									-
FY 16-17									-
FY 17-18	304,376	-							304,376
FY 18-19	131,206	-	-						131,206
FY 19-20	355,393	-	-	-					355,393
FY 20-21	8,212	-	-	-	-				8,212
FY 21-22	-	302,889	25,035	-	-	-			327,924
FY 22-23	-	-	555,436	179,342	-	-	-	-	734,778
FY 23-24	-	-	-	371,537	182,851	-	-	-	554,388
FY 24-25									
<b>Encumbered Unspent Balance →</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>601,263</b>	<b>874,536</b>	<b>620,101</b>	<b>926,070</b>	

Note that in fiscal year 2024, the INN *Community Planning Process for Innovation Project(s)* program was approved by the MHSAOAC in the amount of \$675 thousand. Additionally, in fiscal year 2025, the INN PADs Phase II program was approved by the MHSAOAC in the amount of \$1.5 million.

Overall Facilities Update

The leases at the 1900 Royalty location are due to expire at the end of the current fiscal year, June 30, 2025. Additionally, the lease at 1717 North Indian Hill Blvd is set to expire at the end of September 2025. Management is currently working on lease renewals as necessary and actively considering all options to accommodate staff and client space needs.

Attachments

*Attachment 3-A: June 30, 2025 Unaudited Monthly Financial Statements*

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

	AT JUNE 30, 2025			AT JUNE 30, 2024		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
<b>Current Assets</b>						
Cash	\$ 17,961,366	\$ 51,687,939	\$ 69,649,305	\$ 11,061,930	\$ 36,745,684	\$ 47,807,614
Accounts receivable, net of reserve for uncollectible accounts \$527,386 at June 30, 2025 and \$1,028,867 at June 30, 2024	5,537,192	4,375,601	9,912,793	6,958,443	6,511,598	13,470,040
	<u>23,498,558</u>	<u>56,063,540</u>	<u>79,562,098</u>	<u>18,020,372</u>	<u>43,257,282</u>	<u>61,277,654</u>
<b>Property and Equipment</b>						
Land, building, furniture and equipment	4,232,362	10,168,006	14,400,368	4,100,520	10,766,682	14,867,203
Accumulated depreciation	(2,942,061)	(5,194,991)	(8,137,053)	(2,864,375)	(4,972,020)	(7,836,395)
Rights of use assets-building lease	2,195,359	-	2,195,359	1,753,343	-	1,753,343
Accumulated amortization-building lease	-	-	-	(1,395,366)	-	(1,395,366)
Rights of use assets-SBITA	1,298,467	-	1,298,467	1,298,467	-	1,298,467
Accumulated amortization-SBITA	(897,052)	-	(897,052)	(588,073)	-	(588,073)
Total Property and Equipment	<u>3,887,075</u>	<u>4,973,014</u>	<u>8,860,089</u>	<u>2,304,516</u>	<u>5,794,663</u>	<u>8,099,179</u>
<b>Other Assets</b>						
Deposits and prepaid assets	124,101	62,745	186,846	93,757	63,245	157,002
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>4,011,176</u>	<u>7,835,759</u>	<u>11,846,935</u>	<u>2,398,273</u>	<u>8,657,908</u>	<u>11,056,181</u>
<b>Total Assests</b>	<u>27,509,734</u>	<u>63,899,299</u>	<u>91,409,033</u>	<u>20,418,645</u>	<u>51,915,190</u>	<u>72,333,835</u>
<b>Deferred Outflows of Resources</b>						
Deferred outflows related to the net pension liability	5,355,114	-	5,355,114	6,257,996	-	6,257,996
Total Deferred Outflows of Resources	<u>5,355,114</u>	<u>-</u>	<u>5,355,114</u>	<u>6,257,996</u>	<u>-</u>	<u>6,257,996</u>
<b>Total Assests and Deferred Outflows of Resources</b>	<u>\$ 32,864,848</u>	<u>\$ 63,899,299</u>	<u>\$ 96,764,147</u>	<u>\$ 26,676,641</u>	<u>\$ 51,915,190</u>	<u>\$ 78,591,831</u>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	624,755	552,315	1,177,070	608,213	452,165	1,060,378
Accrued payroll liabilities	117,583	350,534	468,118	93,247	262,608	355,855
Accrued vacation and sick leave	636,548	1,292,202	1,928,750	636,668	1,264,537	1,901,206
Deferred revenue	852,457	-	852,457	496,724	-	496,724
Reserve for Medi-Cal settlements	4,324,954	4,161,537	8,486,491	3,673,280	3,201,942	6,875,222
Current portion of lease liability	401,074	-	401,074	357,977	-	357,977
Current portion of SBITA liability	272,492	-	272,492	308,979	-	308,979
Total Current Liabilities	<u>7,229,863</u>	<u>6,356,588</u>	<u>13,586,452</u>	<u>6,175,088</u>	<u>5,181,252</u>	<u>11,356,340</u>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	(65,052)	65,052	-	177,414	(177,414)	-
<b>Long-Term Liabilities</b>						
Lease liability	1,794,285	-	1,794,285	-	-	-
SBITA liability	128,923	-	128,923	401,415	-	401,415
Net pension liability	9,878,611	-	9,878,611	9,745,737	-	9,745,737
Unearned MHSA revenue	-	6,358,247	6,358,247	-	1,383,814	1,383,814
Total Long-Term Liabilities	<u>11,801,819</u>	<u>6,358,247</u>	<u>18,160,066</u>	<u>10,147,152</u>	<u>1,383,814</u>	<u>11,530,966</u>
<b>Total Liabilities</b>	<u>18,966,630</u>	<u>12,779,888</u>	<u>31,746,518</u>	<u>16,499,654</u>	<u>6,387,651</u>	<u>22,887,305</u>
<b>Deferred Inflow of Resources</b>						
MHSA revenues restricted for future period	-	12,920,180	12,920,180	-	13,188,357	13,188,357
Deferred inflows related to the net pension liability	66,044	-	66,044	156,688	-	156,688
Total Deferred Inflow of Resources	<u>66,044</u>	<u>12,920,180</u>	<u>12,986,224</u>	<u>156,688</u>	<u>13,188,357</u>	<u>13,345,045</u>
<b>NET POSITION</b>						
Invested in capital assets net of related debt	1,290,301	4,973,014	6,263,315	1,236,145	5,794,663	7,030,808
Restricted for MHSA programs	-	33,226,218	33,226,218	-	26,544,519	26,544,519
Unrestricted	12,541,872	-	12,541,872	8,784,153	-	8,784,153
Total Net Position	<u>13,832,173</u>	<u>38,199,232</u>	<u>52,031,405</u>	<u>10,020,298</u>	<u>32,339,182</u>	<u>42,359,480</u>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<u>\$ 32,864,848</u>	<u>\$ 63,899,299</u>	<u>\$ 96,764,147</u>	<u>\$ 26,676,641</u>	<u>\$ 51,915,190</u>	<u>\$ 78,591,831</u>

**Definitions:**

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**TWELVE MONTHS ENDED JUNE 30, 2025 AND 2024**

	PERIOD ENDED 6/30/25			PERIOD ENDED 6/30/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 4,622,242	\$ 6,821,397	\$ 11,443,639	\$ 4,976,827	\$ 5,832,987	\$ 10,809,815
Medi-Cal FFP FYE Prior Year	1,238,013	1,600,827	2,838,841	116,355	25,682	142,038
Medi-Cal SGF-EPSDT	1,131,098	2,418,611	3,549,709	1,630,347	1,738,193	3,368,540
Medi-Cal SGF-EPSDT Prior Year	630,014	682,574	1,312,588	51,816	52,750	104,565
Medicare	9,420	7,643	17,063	6,976	5,301	12,277
Contracts	-	32,020	32,020	17,500	30,738	48,238
Patient fees and insurance	-	79	79	446	614	1,061
Rent income - TCMH & MHSA Housing	12,936	80,613	93,550	11,242	65,186	76,428
Other income	737	776	1,512	930	631	1,561
<b>Net Operating Revenues</b>	<b>7,644,460</b>	<b>11,644,541</b>	<b>19,289,001</b>	<b>6,812,439</b>	<b>7,752,082</b>	<b>14,564,521</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	8,980,320	18,347,110	27,327,430	8,951,133	16,577,716	25,528,848
Facility and equipment operating cost	596,113	1,492,875	2,088,988	524,185	1,097,273	1,621,458
Client lodging, transportation, and supply expense	50,710	515,241	565,950	115,207	492,123	607,330
Depreciation & amortization	395,306	835,855	1,231,161	416,319	797,029	1,213,347
Other operating expenses	1,237,619	2,888,083	4,125,702	878,218	2,338,267	3,216,485
<b>Total Operating Expenses</b>	<b>11,260,068</b>	<b>24,079,164</b>	<b>35,339,231</b>	<b>10,885,062</b>	<b>21,302,407</b>	<b>32,187,468</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(3,615,607)</b>	<b>(12,434,623)</b>	<b>(16,050,230)</b>	<b>(4,072,623)</b>	<b>(13,550,325)</b>	<b>(17,622,947)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	5,333,727	-	5,333,727	3,856,629	-	3,856,629
Contributions from member cities & donations	58,236	-	58,236	70,236	-	70,236
MHSA funds	-	16,693,035	16,693,035	-	15,539,345	15,539,345
Grants and Contracts	1,547,286	-	1,547,286	1,225,077	-	1,225,077
Interest Income net with FMV	488,234	2,237,411	2,725,644	301,650	1,843,304	2,144,953
Gain/(Loss) on disposal of assets	-	(635,773)	(635,773)	-	-	-
Total Non-Operating Revenues (Expense)	7,427,482	18,294,673	25,722,155	5,453,592	17,382,649	22,836,241
<b>INCOME (LOSS)</b>	<b>3,811,875</b>	<b>5,860,050</b>	<b>9,671,925</b>	<b>1,380,970</b>	<b>3,832,324</b>	<b>5,213,293</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>3,811,875</b>	<b>5,860,050</b>	<b>9,671,925</b>	<b>1,380,970</b>	<b>3,832,324</b>	<b>5,213,293</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>10,020,298</b>	<b>32,339,182</b>	<b>42,359,480</b>	<b>8,639,329</b>	<b>28,506,858</b>	<b>37,146,187</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 13,832,173</b>	<b>\$ 38,199,232</b>	<b>\$ 52,031,405</b>	<b>\$ 10,020,298</b>	<b>\$ 32,339,182</b>	<b>\$ 42,359,480</b>

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

**Definitions:**

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

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

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

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

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING STATEMENTS OF CASH FLOWS  
TWELVE MONTHS ENDED JUNE 30, 2025 AND 2024**

	PERIOD ENDED 6/30/25			PERIOD ENDED 6/30/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 11,568,260	\$ 14,931,618	\$ 26,499,878	\$ 6,100,693	\$ 7,161,010	\$ 13,261,703
Cash payments to suppliers and contractors	(2,181,086)	(5,179,662)	(7,360,748)	(1,691,148)	(4,006,596)	(5,697,744)
Payments to employees	(8,010,992)	(18,231,519)	(26,242,511)	(8,853,474)	(18,523,451)	(27,376,924)
	<u>1,376,182</u>	<u>(8,479,563)</u>	<u>(7,103,381)</u>	<u>(4,443,928)</u>	<u>(15,369,037)</u>	<u>(19,812,965)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	21,398,760	21,398,760	-	20,651,429	20,651,429
CalHFA-State Administered Projects	-	532	532	-	30,266	30,266
Realignment	3,655,351	-	3,655,351	5,180,541	-	5,180,541
Contributions from member cities	58,236	-	58,236	70,236	-	70,236
Grants and Contracts	1,790,436	-	1,790,436	1,281,214	-	1,281,214
	<u>5,504,023</u>	<u>21,399,291</u>	<u>26,903,314</u>	<u>6,531,991</u>	<u>20,681,695</u>	<u>27,213,686</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(166,619)	(265,866)	(432,485)	(278,429)	(530,764)	(809,193)
Intercompany-MHSA & TCMH	(242,466)	242,466	-	(238,211)	238,211	-
	<u>(409,085)</u>	<u>(23,400)</u>	<u>(432,485)</u>	<u>(516,640)</u>	<u>(292,553)</u>	<u>(809,193)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	390,141	1,863,237	2,253,377	225,955	1,271,832	1,497,786
	<u>390,141</u>	<u>1,863,237</u>	<u>2,253,377</u>	<u>225,955</u>	<u>1,271,832</u>	<u>1,497,786</u>
<b>Cash Flows from Reorganization Items</b>						
Receipt of SB90 claims previously reserved and accrued	-	-	-	241,378	-	241,378
	<u>-</u>	<u>-</u>	<u>-</u>	<u>241,378</u>	<u>-</u>	<u>241,378</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	6,861,260	14,759,565	21,620,825	2,038,755	6,291,937	8,330,692
<b>Cash Equivalents at Beginning of Year</b>	11,061,930	36,745,684	47,807,614	8,976,643	30,118,745	39,095,388
<b>Cash Equivalents at End of Month</b>	<u>\$ 17,923,190</u>	<u>\$ 51,505,249</u>	<u>\$ 69,428,439</u>	<u>\$ 11,015,398</u>	<u>\$ 36,410,683</u>	<u>\$ 47,426,080</u>
<b>Cash from the Balance Sheet</b>	<u>17,961,366</u>	<u>51,687,939</u>	<u>69,649,305</u>	<u>11,061,930</u>	<u>36,745,684</u>	<u>47,807,614</u>
<b>YTD Gain/(Loss) from GASB 31 Fair Market Value</b>	<u>\$ 38,176</u>	<u>\$ 182,689</u>	<u>\$ 220,865</u>	<u>\$ 46,532</u>	<u>\$ 335,002</u>	<u>\$ 381,534</u>

**Definitions:**

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

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

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**ACTUAL TO BUDGET COMPARISON**  
**TWELVE MONTHS ENDING JUNE 30, 2025**  
**(UNAUDITED)**

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 5,040,610	\$ 5,903,911	\$ (863,301)	\$ 7,412,330	\$ 11,037,038	\$ (3,624,708)	\$ 12,452,940	\$ 16,940,949	\$ (4,488,009)
Medi-Cal FFP Prior Year	1,091,078	-	1,091,078	1,546,831	-	1,546,831	2,637,909	-	2,637,909
Medi-Cal SGF-EPSTD	1,233,474	1,830,767	(597,293)	2,663,950	2,112,591	551,359	3,897,425	3,943,358	(45,933)
Medi-Cal SGF-EPSTD Prior Year	613,359	-	613,359	652,934	-	652,934	1,266,292	-	1,266,292
Medicare	9,420	5,000	4,420	7,643	2,600	5,043	17,063	7,600	9,463
Patient fees and insurance	-	1,000	(1,000)	79	500	(421)	79	1,500	(1,421)
Contracts	-	-	-	32,020	28,000	4,020	32,020	28,000	4,020
Rent income - TCMH & MHSA Housing	12,936	11,088	1,848	80,613	60,000	20,613	93,550	71,088	22,462
Other income	737	600	137	776	200	576	1,512	800	712
Provision for contractual disallowances	(520,744)	(773,468)	252,724	(836,272)	(1,314,958)	478,686	(1,357,016)	(2,088,426)	731,410
Provision for contractual disallowances prior year	163,590	-	163,590	83,637	-	83,637	247,227	-	247,227
<b>Net Operating Revenues</b>	<b>7,644,460</b>	<b>6,978,898</b>	<b>665,562</b>	<b>11,644,541</b>	<b>11,925,971</b>	<b>(281,430)</b>	<b>19,289,001</b>	<b>18,904,869</b>	<b>384,132</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	8,980,320	10,428,553	(1,448,233)	18,347,110	22,914,534	(4,567,424)	27,327,430	33,343,087	(6,015,657)
Facility and equipment operating cost	596,117	561,612	34,505	1,494,757	1,389,950	104,807	2,090,874	1,951,562	139,312
Client program costs	50,710	11,332	39,378	515,241	603,031	(87,790)	565,950	614,363	(48,413)
Grants	313,957	1,365,697	(1,051,740)	346,160	371,621	(25,461)	660,118	1,737,318	(1,077,200)
MHSA training/learning costs	-	-	-	47,798	71,722	(23,924)	47,798	71,722	(23,924)
Depreciation & amortization	395,306	197,479	197,827	835,855	624,312	211,543	1,231,161	821,791	409,370
Other operating expenses	923,658	519,768	403,890	2,492,242	2,761,163	(268,921)	3,415,900	3,280,931	134,969
<b>Total Operating Expenses</b>	<b>11,260,068</b>	<b>13,084,441</b>	<b>(1,824,373)</b>	<b>24,079,164</b>	<b>28,736,333</b>	<b>(4,657,169)</b>	<b>35,339,231</b>	<b>41,820,774</b>	<b>(6,481,543)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(3,615,607)</b>	<b>(6,105,543)</b>	<b>2,489,936</b>	<b>(12,434,623)</b>	<b>(16,810,362)</b>	<b>4,375,739</b>	<b>(16,050,230)</b>	<b>(22,915,905)</b>	<b>6,865,675</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	5,333,727	4,400,000	933,727	-	-	-	5,333,727	4,400,000	933,727
Contributions from member cities & donations	58,236	70,236	(12,000)	-	-	-	58,236	70,236	(12,000)
MHSA Funding	-	-	-	16,693,035	16,693,035	-	16,693,035	16,693,035	-
Grants and contracts	1,547,286	3,201,241	(1,653,955)	-	-	-	1,547,286	3,201,241	(1,653,955)
Interest (expense) income, net	488,234	194,920	293,314	2,237,411	1,370,002	867,409	2,725,644	1,564,922	1,160,722
Other income-loss on disposal of assets	-	-	-	(635,773)	-	(635,773)	(635,773)	-	(635,773)
Total Non-Operating Revenues (Expense)	<b>7,427,482</b>	<b>7,866,397</b>	<b>(438,915)</b>	<b>18,294,673</b>	<b>18,063,037</b>	<b>231,636</b>	<b>25,722,155</b>	<b>25,929,434</b>	<b>(207,279)</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ 3,811,875</b>	<b>\$ 1,760,854</b>	<b>\$ 2,051,021</b>	<b>\$ 5,860,050</b>	<b>\$ 1,252,675</b>	<b>\$ 4,607,375</b>	<b>\$ 9,671,925</b>	<b>\$ 3,013,529</b>	<b>\$ 6,658,396</b>

**Definitions:**

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

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

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

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

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
TWELVE MONTHS ENDING JUNE 30, 2025**

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

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

**MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)**

**Net Operating Revenues**

***Net operating revenues are higher than the budget by \$384 for the following reasons:***

- 1 Medi-Cal FFP revenues for FY 2024-25** were approximately \$4.5 million lower than the budget. Medi-Cal FFP revenues were \$863 thousand lower for TCMH and approximately \$3.6 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$722 thousand and the children program revenues were lower by \$141 thousand. For MHSA, the adult and older adult FSP program were lower than budget by \$3.4 million and the Children and TAY FSP programs were lower by \$255 thousand. Additionally, as a result of higher than expected billing rates approved by the LACDMH for the fiscal year 2023-24 and interim cost report settlements for fiscal years 2014-15, 2016-17 and 2022-23, a total of \$2.6 million from prior year Medi-Cal FFP revenues were recorded to the current year operations.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2024-25** were lower than budget by \$46 thousand of which \$597 thousand lower were from TCMH and \$551 thousand higher were from MHSA. As was mentioned above, additional \$1.3 million in prior year Medi-Cal SGF-EPSTD revenues were recorded in the current year operations. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
- 3 Medicare revenues** are \$9 thousand higher than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are approximately \$4 thousand higher than the budget.
- 5 Rent Incomes** are higher than the budget by \$22 thousand. The rental income represents the payments collected from Genoa pharmacy for space leasing at the 2008 N. Garey Avenue and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2024-25 was lower than budget by \$731 thousand. Furthermore, due to the State's completion of FY15-16 cost report audit, the overall reserves were reduced by another \$247 thousand. This prior year's reserves write off essentially helps increasing the current year's net operating revenues.

**Operating Expenses**

***Operating expenses were lower than budget by approximately \$6.5 million for the following reasons:***

- 1 Salaries and benefits** are \$6.0 million lower than budget and of that amount, salaries and benefits are \$1.4 million lower for TCMH operations and are approximately \$4.6 million lower for MHSA operations. These variances are due to the following:  
  
**TCMH** salaries are lower than budget by \$1.4 million due to vacant positions and benefits are lower than budget by \$996 thousand. Benefits are budgeted as a percentage of the salaries. Therefore, when salaries are lower, benefits will also be lower. Additionally, the implementation of GASB Statement No. 68 required the recording of Tri-City's Net Pension Liability as a proportionate share of the CalPERS Miscellaneous Cost Sharing Plan. Each year a new actuarial valuation is prepared by CalPERS which not only changes the Net Pension Liability, but the associated Deferred Outflows of Resources and Deferred Inflows of Resources, all of which are netted with pension expense. This year the overall result was a net debit of \$945 thousand to pension expense.  
  
**MHSA** salaries are lower than budget by \$2.7 million. The direct program salary costs are lower by \$1.7 million due to vacant positions and the administrative salary costs are lower than budget by \$928 thousand. Benefits are lower than the budget by another \$1.9 million. Of that, health insurance was lower than budget by \$616 thousand, retirement insurance \$1.0 million, state unemployment insurance \$131 thousand, workers compensation \$45 thousand, medicare tax \$46 thousand. All other employee benefits are also lower than the budgets.
- 2 Facility and equipment operating costs** were higher than the budget by \$139 thousand of which \$135 thousand higher was from TCMH and \$105 thousand higher was from MHSA. Overall, furniture costs were higher than the budget by \$50 thousand. Building and facility costs were higher by \$207 thousand due to repairs and maintenance costs at the 2008 N. Garey building and the Community Therapeutic Garden. Overall, net equipment costs were lower by \$120 thousand due to the reclassification of some IT software expense to depreciation and amortization as per the GASB No. 96 Subscription-Based Information Technology Arrangements (SBITA). Per GASB No. 96 reporting requirement, software subscriptions should be capitalized as the Rights to Use asset and amortized according to the terms of the software subscriptions. The actual equipment costs, however, were higher than the budget by \$205 thousand due to upgrading of the Wellness Center's computer lab, replacement of agency wide laptop docking stations, aging printer scanners and projectors, new video conferencing equipment for the 2001 N. Garey building and laptops for the Mobile Care Crisis team. Some of these expenses were funded by the MHSA CFTN plan.

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
TWELVE MONTHS ENDING JUNE 30, 2025**

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

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

**MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)**

- 3 **Client program costs** are lower than the budget by approximately \$48 thousand.
- 4 **Grants for fiscal year 2024-25** are \$1.1 million lower than the budget. These are the sub-grants awarded under the TCMH Mental Health Student Services Act program, the community grants under the MHSA PEI Community Wellbeing project and the Student Loan Forgiveness program under the MHSA WET plan.
- 5 **MHSA learning and training costs** are approximately \$24 thousand higher than the budget.
- 6 **Depreciation and amortization** are \$409 thousand higher than the budget due to GASB 96 as was mentioned above.
- 7 **Other operating expenses** were higher than the budget by \$135 thousand of which \$404 thousand higher were from TCMH offset by \$269 thousand lower from MHSA. Overall, the higher costs were due to higher personnel recruiting fees, attorney fees, liability insurance and security expenses. These higher costs are offset with lower professional fees from MHSA.

**Non-Operating Revenues (Expenses)**

**Non-operating revenues, net, are lower than budget by \$207 thousand as follows:**

- 1 **TCMH non-operating revenues** are approximately \$439 thousand lower than the budget. Of that, realignment fund was higher than budget by \$934 thousand, contributions from member cities are lower by \$12 thousand, grants and contracts were lower by \$1.6 million and lastly, interest income net with fair market value were higher by \$293 thousand.
- 2 **MHSA non-operating revenue** is in line with the budget.  
In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 12,056,637	\$ 12,056,637	\$ -
<b>PEI funds received and available to be spent</b>	4,006,412	4,006,412	-
<b>WET funds received and available to be spent</b>	-	-	-
<b>CFTN funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	629,986	629,986	-
<b>Non-operating revenues recorded</b>	<u>\$ 16,693,035</u>	<u>\$ 16,693,035</u>	<u>\$ -</u>

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

**Interest income net with Fair Market Value for MHSA** were higher than budget by approximately \$867 thousand.

**Other Income-Loss on Disposal of Assets** was approximately \$636 thousand. This was due to the transferring of Tri-City's property on 956 W. Baseline Rd. in Claremont to Restore Neighborhoods LA, Inc. (RNLA) for the development and construction of a 15-unit of combined affordable and permanent supportive senior housing project, known as Claremont Gardens. The escrow was successfully closed on February 28, 2025.

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**TWELVE MONTHS ENDED JUNE 30, 2025 AND 2024**

	PERIOD ENDED 6/30/25			PERIOD ENDED 6/30/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 4,622,242	\$ 6,821,397	\$ 11,443,639	\$ 4,976,827	\$ 5,832,987	\$ 10,809,815
Medi-Cal FFP FYE Prior Year	1,238,013	1,600,827	2,838,841	116,355	25,682	142,038
Medi-Cal SGF-EPSDT	1,131,098	2,418,611	3,549,709	1,630,347	1,738,193	3,368,540
Medi-Cal SGF-EPSDT Prior Year	630,014	682,574	1,312,588	51,816	52,750	104,565
Medicare	9,420	7,643	17,063	6,976	5,301	12,277
Realignment	5,333,727	-	5,333,727	3,856,629	-	3,856,629
MHSA funds	-	16,693,035	16,693,035	-	15,539,345	15,539,345
Grants and contracts	1,547,286	32,020	1,579,306	1,242,577	30,738	1,273,315
Contributions from member cities & donations	58,236	-	58,236	70,236	-	70,236
Patient fees and insurance	-	79	79	446	614	1,061
Rent income - TCMH & MHSA Housing	12,936	80,613	93,550	11,242	65,186	76,428
Other income	737	776	1,512	930	631	1,561
Interest Income	488,234	2,237,411	2,725,644	301,650	1,843,304	2,144,953
Gain (Loss) on disposal of assets	-	(635,773)	(635,773)	-	-	-
<b>Total Revenues</b>	<b>15,071,942</b>	<b>29,939,214</b>	<b>45,011,156</b>	<b>12,266,031</b>	<b>25,134,731</b>	<b>37,400,762</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	8,980,320	18,347,110	27,327,430	8,951,133	16,577,716	25,528,848
Facility and equipment operating cost	596,113	1,492,875	2,088,988	524,185	1,097,273	1,621,458
Client lodging, transportation, and supply expense	50,710	515,241	565,950	115,207	492,123	607,330
Depreciation & amortization	395,306	835,855	1,231,161	416,319	797,029	1,213,347
Other operating expenses	1,237,619	2,888,083	4,125,702	878,218	2,338,267	3,216,485
<b>Total Expenses</b>	<b>11,260,068</b>	<b>24,079,164</b>	<b>35,339,231</b>	<b>10,885,062</b>	<b>21,302,407</b>	<b>32,187,468</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>3,811,875</b>	<b>5,860,050</b>	<b>9,671,925</b>	<b>1,380,970</b>	<b>3,832,324</b>	<b>5,213,293</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	10,020,298	32,339,182	42,359,480	8,639,329	28,506,858	37,146,187
<b>NET POSITION, END OF MONTH</b>	<b>\$ 13,832,173</b>	<b>\$ 38,199,232</b>	<b>\$ 52,031,405</b>	<b>\$ 10,020,298</b>	<b>\$ 32,339,182</b>	<b>\$ 42,359,480</b>

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

**Definitions:**

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

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

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

**DATE:** September 17, 2025

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

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

**SUBJECT:** Monthly Clinical Services Report

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**CLINICAL DEPARTMENT ACTIVITIES SUMMARY**

The Clinical Department leadership recently conducted staff training this summer focused on team-based approaches to care, aimed at enhancing staff capacity to engage clients effectively and increasing capacity to work collaboratively within multi-disciplinary teams. This training supports the department's ongoing preparation for meeting the fidelity requirements associated with the evidence-based practices like Assertive Community Treatment, Coordinated Specialty Care for First Episode Psychosis and High Fidelity Wraparound under the Behavioral Health Services Act (BHSA). Staff were presented with lectures and discussion and participated in role play activities to practice skills taught in lecture. The training was provided to all clinical staff members including therapists, peers, behavioral health specialists, substance use counselors, licensed psychiatric technicians and housing staff.

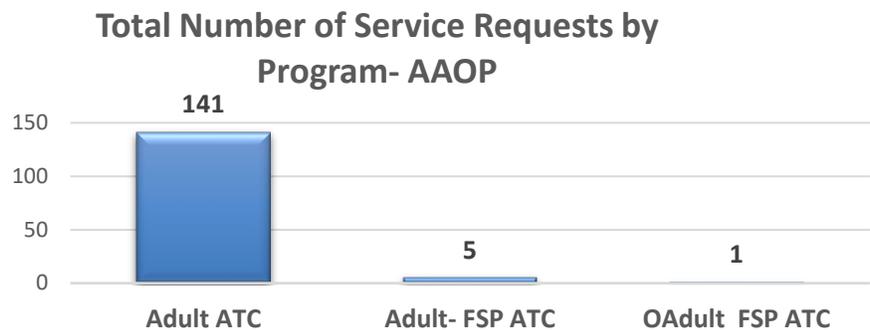
A wellness plan was also introduced to staff so that they could begin presenting this tool to clients. Similar to care plans used in physical health, the wellness plan helps to orient clients to behavioral health treatment and their care team. It also includes helpful wellness tips for clients to use to help improve their mental health and support their recovery. Plan development was a collaborative effort across the department at TCMHA. Clinical teams are using the plan with new clients and will be introducing the tool to established clients beginning in the fall.

In addition to emphasizing collaborative care models, the training also included modules on clinical decision-making to strengthen the quality and consistency of care provided. A post-training survey completed by staff indicated that the training was both relevant and beneficial to their daily work, highlighting its positive impact on clinical practice and team integration.

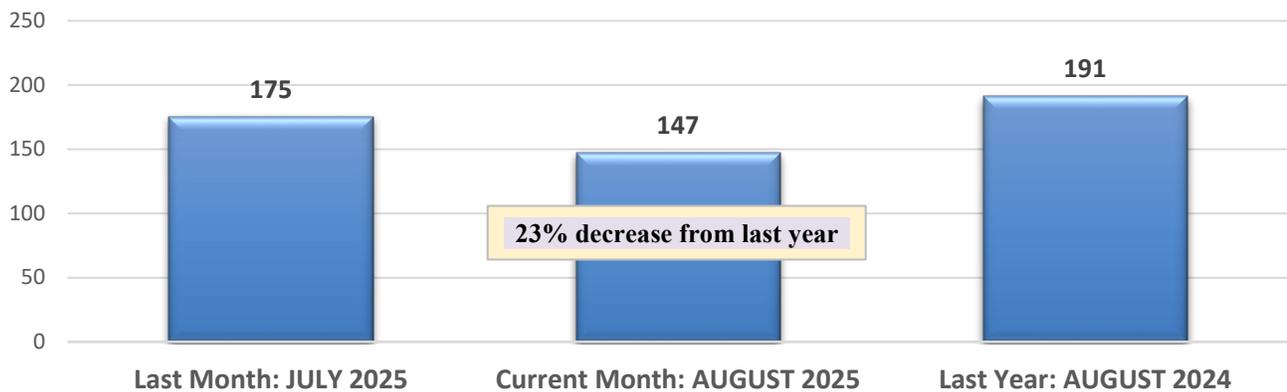
### Clinical Data

#### AAOP

Total Number of completed Service Requests  
**147**



### Service Request (AAOP)- Time Based Comparison

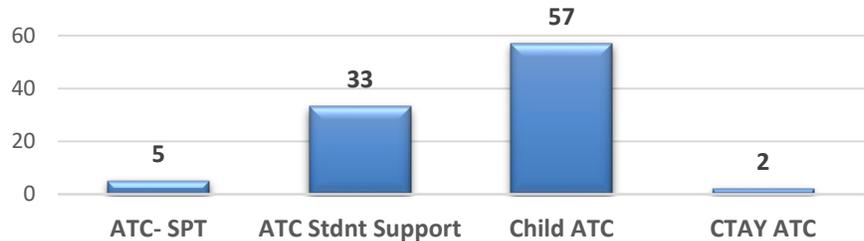


*\*This graph above compares the number of services requests from last month, July 2025 and last year, August 2024 to the current month, August 2025. There was a 23% decrease in the number of service requests from last year..*

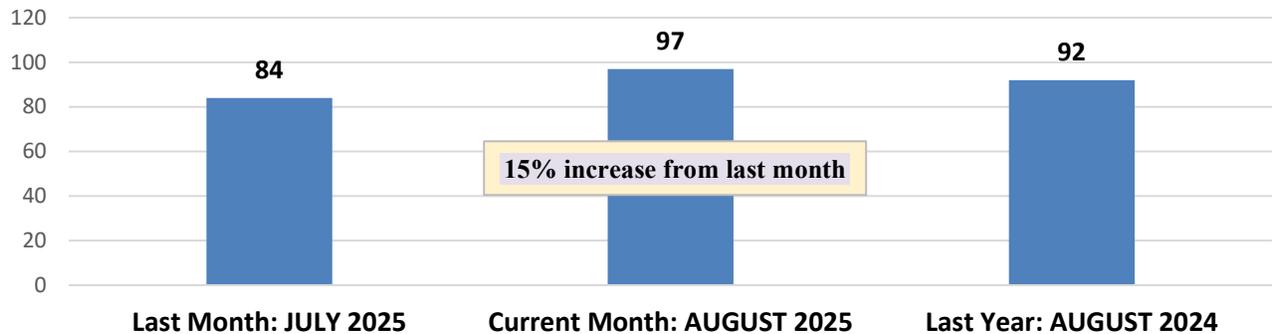
**Children's Services**

**Total Number of completed Service Requests**  
**97**  
**91 Unique Individuals**

**Total Number of Service Requests by Program- CFS**



**Service Request (CFS)- Time Based Comparison**



*This graph above compares the number of services requests from last month, July 2025 and last year, August 2024 to the current month, August 2025. There was a 15% increase in the number of service requests from last month.*



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

**DATE:** September 17, 2025

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

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

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

---

**SERVICES PROVIDED BY OUR PSYCHIATRISTS AND NURSING TEAM IN THE MONTHS OF JULY AND AUGUST 2025.**

The team of psychiatrists provides initial psychiatric evaluations and psychiatric follow ups to our clients. The initial psychiatric evaluations are scheduled based on the clients' severity of symptoms, recent hospital admissions and being currently on psychiatric medications, to ensure timely access to these services, based on the urgency of cases.

The nursing team provides medication monitoring services in our in-house medication room for our outpatient clients. In the field medication monitoring services are provided for our clients in full-service partnership program. This includes providing oral medications and administering long acting injectables, which are proven to improve treatment outcomes.

These services which are supervised by our psychiatrists, improve medication compliances, facilitate treatments by monitoring the efficacies of medications and early reporting of side effects and other concerns, which will be addressed by treating psychiatrists.

Here are some of the services provided in the months of July and August:

- Total number of initial psychiatric evaluations: 144
- Total number of appointments with our psychiatrists: 987
- Total number of medication monitoring services: 1349
- Total number of long-acting injections: 165



## Tri-City Mental Health Authority Monthly Staff Report

**DATE:** September 17, 2025

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

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

**SUBJECT:** Monthly MHSA and Ethnic Services Report

---

### WELLNESS CENTER – SUMMER CAMP



The Wellness Center launched the 2025–2026 fiscal year with a renewed commitment to supporting the local community, beginning with its annual summer camp for children ages 7 to 12. Ten local children participated in the four-week program, supported by six dedicated volunteers and the Family Wellbeing staff. Activities included visits to free community attractions, park outings, and a special cookout featuring hamburgers prepared by the Center Manager. The camp fostered meaningful connections, joyful memories, and plenty of laughter—especially during the water balloon competitions. We look forward to the opportunity to host this enriching experience again next year.

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

Thank you to the African American Advisory Alliance (Pomona 4 AS) for their meaningful collaboration throughout July in recognition of Minority Mental Health Month. Embracing the theme “*Coming Together*,” we highlighted the importance of unity, belonging, and shared well-being among youth. Staff were honored to participate in their *Youth Group: Games and Goodies* event, where the Tri-City team facilitated an interactive self-care activity. Youth explored practical strategies to support mental health through connection and community support.

**Governing Board of Tri-City Mental Health Authority**  
**Ontson Placide, Executive Director**  
**Monthly Staff Report of MHSA & Ethnic Services**  
**September 17, 2025**  
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Hispanic Heritage Month, observed from September 15 to October 15, is a time to celebrate the cultural contributions of Hispanic and Latino communities and to elevate conversations around mental health, especially during challenging times. In recognition, TCMH's Adelante Wellness Collaborative, in partnership with The Therapeutic Community Garden, will host "*Cultivating Community/Cultivando Comunidad*" on Thursday, September 25. This event will welcome the community into the TCMHA garden for connection, healing, and support in a nurturing environment.

## **WORKFORCE EDUCATION AND TRAINING (WET)**

### Training and Compliance

August marks Tri-City's annual compliance training period. Staff are actively completing mandatory modules, including:

- Bloodborne Pathogens
- Cultural Awareness and Humility
- HIPAA Privacy
- HIPAA Security

### Service Learners

- New Applicants: One new volunteer application is in process, pending background clearance.
- Continuing Learners: Three service learners are continuing their placements.
- Summer Camp Contribution: Four service learners supported the Wellness Center Summer Camp, collectively contributing over 400 service hours.

### Outreach and Engagement

- The WET supervisor conducted a site visit to Claremont High School's Wellness Center, planning a reciprocal tour for their SWAG members at our Wellness Center and Therapeutic Community Garden.
- They also engaged with Pomona Unified School District to advance the Pipeline Project collaboration, which provides funding for scholarships and mental health events.
- Staff are preparing for multiple outreach events in September, including career days and back-to-school tabling.

## **COMMUNITY PLANNING PROCESS (CPP)**

### Managed Care Plan Engagement: LA Care and Blue Shield

As part of the BHSA community planning process, MHSA staff are engaging with managed care plans—one of the 29 identified stakeholder groups. On August 6, staff toured LA Care's Community Resource Center, establishing connections with key staff and leadership. Additionally, Blue Shield of California Promise Health Plan, co-located at the same site, expressed interest in exploring partnership and growth opportunities with Tri-City.

### Community Partnership Development: House of Ruth

In alignment with our role as the community mental health authority, MHSA staff conducted an immersive visit to House of Ruth on August 13. The visit aimed to strengthen referral pathways for individuals experiencing domestic violence and sexual abuse, deepen understanding of available services, and initiate dialogue around future

collaboration. The visit yielded valuable resources that have already been shared with community members. Special thanks to Daisy Martinez, Community Capacity Organizer, for coordinating the tour.

## **PREVENTION AND EARLY INTERVENTION (PEI)**

### Suicide Prevention Training and Awareness Activities

On July 28, program staff conducted a suicide prevention training for Western University faculty and staff, with approximately 60 participants in attendance. The session received positive feedback, including interest in future trainings tailored for students.

Throughout July and August, staff also coordinated activities for Suicide Prevention Awareness Month, observed nationally in September. Key dates include Suicide Prevention Week (September 7–13) and World Suicide Prevention Day (September 10). This annual observance promotes awareness, resource sharing, and the message that suicide is preventable, and healing is possible. This year's theme, developed by SAMHSA, is *Together in Strength, Dignity, Hope, and Purpose*. A full list of Tri-City and community events is available on our website.

### Community Behavioral Health Trainings

In July and August, staff delivered the following trainings and presentations:

- Youth Mental Health First Aid (YMHFA) and Adult Mental Health First Aid (MHFA) for staff at Los Angeles Educational Partnership (LAEP)

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- YMHFA for the Tri-City community
- Community Resiliency Model (CRM) for City of Pomona Community Services staff
- Adverse Childhood Experiences (ACEs) for Branching Tree staff
- Stress Management for youth staff in City of Claremont Youth Programs
- A collaborative presentation with NAMI titled *Ending the Silence* for the Tri-City community

For September, scheduled trainings include:

- CRM for Pomona Municipal Management Club, Tri-City community members, Human Value Center, and Wellness Center interns
- Motivational Interviewing for Wellness Center interns

Staff will continue to engage community partners and provide trainings, workshops, and presentations based on community needs and requests.

### **COMMUNITY NAVIGATORS (CN)**

Community Navigators promoted Tri-City services at several community events, including:

- Services Center for Independent Living Food Bank and Resource Event
- Summer Youth Health Resource Fair (Just Us 4 Youth)
- La Verne National Night Out
- NAMI Pomona Event
- Claremont San Antonio High School Registration Day
- Virtual presentation for Claremont Unified School District parents

Additionally, Navigators compiled and distributed back-to-school resources to families in need. In partnership with *Shoes That Fit*, backpacks with school supplies and shoes were provided to school-aged children receiving Tri-City services.

The Navigator Team also supported a Transitional Age Youth (TAY) mother experiencing homelessness. The client was connected to CalWORKs and received motel vouchers. Upon expiration, the Navigator coordinated with Volunteers of America for continued support. The client has since transitioned into a two-year housing program in Los Angeles, which will provide ongoing assistance for her and her child as they work toward permanent housing.

## **INNOVATIONS (INN)**

### Together for Change Community Groups

On July 15, the Innovation Team launched the inaugural meeting of the *Together For Change* community group, now held monthly on the third Tuesday. The first session brought together a diverse and engaged group, establishing a strong foundation for ongoing collaboration. In response to high interest and a large number of applications, a second *Together for Change* group was formed to expand participation and enhance community representation.

Both groups convened on August 19, continuing their engagement with Tri-City services and the community planning process. Members expressed strong interest in the upcoming transition to the Behavioral Health Services Act (BHSA), seeking deeper understanding of system-wide changes and opportunities for meaningful involvement.

Additionally, the Innovation Team received final reports from the data team summarizing results from the CPP FY 2024–2025 survey. These findings will be formally presented to the Governing Board in October, providing key insights into community needs and priorities.



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

**DATE:** September 17, 2025

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

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

**SUBJECT:** Monthly Best Practices Report

---

Client Perception Survey Results

Consumer Perception Surveys (CPS) are annual surveys that measure client experiences with our services and system of care. These surveys are required to report on federally determined National Outcome Measures (NOMs) and are also used to help us better understand client outcomes, to identify areas for improvement, and to help guide future planning for our system of care.

The Best Practices team administered Consumer Perception Surveys to 84 clients (18 years or older) in Adult Services and 81 clients (and/or their parents/guardians) from Children & Family Services. Respondents consisted of both active clients and discharged clients. Below are key findings from the service areas:

Theme	Adult Survey Results	Child & Family Survey Results
General Satisfaction	89% liked the support they received.	92% liked the services they received.
Treatment Goals	83% had a good understanding of their treatment/support plan.	84% had a good understanding of their treatment/support plan.
Quality of Services	80% felt the services provided addressed all of their needs.	90% felt the services provided addressed all of their needs.
Perceived Outcomes	82% can better control their life.	81% can better control their life.
Perception of Access	82% were satisfied with the dates/times of available appointments.	86% were satisfied with the dates/times of available appointments.

Results from the consumer perception surveys were presented to clinical programs. Additionally, results will be further reviewed with staff and leadership, as part of the agency's continuous quality monitoring and improvement process.



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, Executive Director

**BY:** Molly Acosta, LCSW, Clinical Supervisor I

**SUBJECT:** Consideration of Resolution No. 805 Approving an Affiliation Agreement for Internship Program with the Regents of the University of California on Behalf of UCLA Department of Social Welfare, and Authorizing the Executive Director to Execute the Agreement

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Summary:

Tri-City Mental Health has been a field placement agency for the Master's in Social Work graduate program for more than ten years. University of California, Los Angeles and Tri-City Mental Health Authority have collaborated over the past several years. In this partnership, TCMHA provides a field-based learning environment for MSW student interns to develop knowledge and skills by bridging academic course work with real world practice experience. The Affiliation Agreement presented to the Governing Board for approval will continue this partnership until June 30, 2030.

Background:

Master's in Social Work Field Internship has been integral in preparing future clinical social workers. This is cost-effective means in the development, recruitment, training, and retention strategy for TCMHA clinical workforce. MSW students during their internship gain training and skills in becoming future clinical social workers as they become familiar with the policy, procedures and operations of TCMHA. TCMHA benefits over the course of each academic year to support programming at the Wellness Center and outpatient clinical services.

Fiscal Impact:

The fiscal impact is minimal. The Agreement continues the work done in prior years. No funds are requested from Tri-City Mental Health Authority with the approval of this Agreement. Existing allocations continue to support general program operations, materials cost, general liability, mileage, and portion of MSW Student Intern's contractual hours for services provided beyond the requirements of each graduate program's field curriculum hours.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 805 Approving an Affiliation Agreement for Internship Program with the Regents of the University of California on Behalf of UCLA Department of Social Welfare, and Authorizing the Executive Director to Execute the Agreement***  
**September 17, 2025**  
**Page 2 of 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 805 approving the Affiliation Agreement with the Regents of the University of California on behalf of UCLA Department of Social Welfare, beginning September 17, 2025 through June 30, 2030, and authorizing the Executive Director to execute the Agreement and any amendments thereafter.

Attachments:

*Attachment 8-A:* Resolution No. 805 – Draft

*Attachment 8-B:* Affiliation Agreement with University of California, Los Angeles-Draft

## RESOLUTION NO. 805

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AFFILIATION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UCLA DEPARTMENT OF SOCIAL WELFARE, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to train and provide practical fieldwork experience to students at University of California, Los Angeles, enrolled in the approved program of special training for a Master’s in Social Work pursuant to the Affiliation Agreement.

B. The Authority affirms that the Regents of the University of California and the UCLA Department of Social Welfare, are an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The Agreement does not create or establish the relationship of employee and employer between UCLA and TCMHA.

C. The Authority affirms that UCLA Department of Social Welfare students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement during their school calendar year, and are not employees, agents, joint venture or partners of TCMHA.

2. **Action**

The Governing Board approves the Affiliation Agreement with the Regents of the University of California on behalf of UCLA Department of Social Welfare, in substantially the same form as presented at its meeting on September 17, 2025, and authorizes the Authority’s Executive Director to enter into and execute the Agreement, effective September 17, 2025 through June 30, 2030, and any amendments or extensions of such Agreement.

[continued on page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY



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**AFFILIATION AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES  
ON BEHALF OF ITS DEPARTMENT OF SOCIAL WELFARE**

**DATED**

**SEPTEMBER 17, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 8-B**

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## AGREEMENT

### 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of September 17, 2025 by and between the TRI-CITY MENTAL HEALTH AUTHORITY (“TCMHA” or “Practicum Site”), a joint powers agency organized under the laws of the State of California, with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“UNIVERSITY” or “Sponsoring Institution”) a California Corporation, with its principal place of business at 3250 Public Policy Building, Los Angeles, California 90095-1656, on behalf of the UCLA DEPARTMENT OF SOCIAL WELFARE (“DEPARTMENT”). TCMHA and UNIVERSITY are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 2. INDEPENDENT CONTRACTOR

The express intention of the Parties is that UNIVERSITY is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between UNIVERSITY and TCMHA or any employee, agent, or student at UNIVERSITY. At all times UNIVERSITY shall be an independent contractor and UNIVERSITY shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of its agents shall have control over the conduct of UNIVERSITY or any of UNIVERSITY’s students, except as set forth in this Agreement.

### 3. SCOPE OF SERVICES

TCMHA will provide practical fieldwork experience (“Program”) pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources, and training supervision to UNIVERSITY students enrolled in the approved program of special training for a Master’s in Social Work and approved for placement at Practicum Site by UNIVERSITY.

### 4. PERFORMANCE OF SERVICES

#### 4.1 TCMHA (Practicum Site) Responsibilities

**4.1.1** Allow UNIVERSITY students reasonable access to its site to fulfil internship hours and requirements within the scope of services offered by TCMHA in accord with an individual learning contract developed in line with the UNIVERSITY student’s learning objectives. When appropriate and agreed upon by the Parties, TCMHA may provide a remote or off-site internship experience with supervision by TCMHA staff. TCMHA shall determine the number of students it is capable of accepting for fieldwork placement, and the academic programs that it is willing to provide training.

**4.1.2** Assign qualified employees to supervise, coordinate and oversee the internship experience, ensure the assigned students perform tasks consistent with UNIVERSITY’s student learning objectives, verify hours completed and provide feedback on the student’s

performance. When required by state or professional licensing boards, TCMHA will assign a supervisor or preceptor that is a licensed practitioner in the applicable health sciences field to oversee the students in the clinical education training program.

**4.1.3** TCMHA shall provide an orientation of its site and all relevant policies and procedures to assigned students and UNIVERSITY faculty. TCMHA shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

**4.1.4** Allow management or employees to participate in meetings with UNIVERSITY, complete verification forms or otherwise communicate with UNIVERSITY faculty regarding the program.

**4.1.5** Coordinate emergency care or first aid to UNIVERSITY students enrolled in the Program.

**4.1.6** Have the right to refuse participation to any UNIVERSITY student who TCMHA determines is not participating satisfactorily in the Program. In the event that TCMHA determines a student is not satisfactorily participating in the Program, TCMHA will consult with UNIVERSITY regarding the reasons for denying participation of such student, but TCMHA shall make the final decision on such student's participation in its sole discretion and UNIVERSITY agrees to honor any such decision.

## **4.2** UNIVERSITY (Sponsoring Institution) Responsibilities

**4.2.1** Be responsible for development, organization, and implementation of the academic curriculum and student learning objectives related to the internship Program; and provide TCMHA with a statement of its educational goals, of appropriate learning experiences, and of its expectations for student performance in the Program.

**4.2.2** Be responsible for the selection, placement, removal, and final grading of students placed with TCMHA. These decisions shall be made in consultation with TCMHA in accordance with the respective responsibilities of each Party to this Agreement.

**4.2.3** Designate students in such numbers as are mutually agreed to by both Parties.

**4.2.4** Maintain all attendance and academic records of students participating in field work assignments pursuant to this Agreement.

**4.2.5** Assign a representative of its faculty to act as the Faculty Field Liaison between UNIVERSITY and TCMHA in the development and execution of the internship Program, rotation plan, the valuation of student performance, and to engage in such other activities as are of mutual concern in the provision of student training.

**4.2.6** The Faculty Field Liaison will exchange relevant information regarding the student's progress with TCMHA's Primary Supervisor as needed; and will also notify TCMHA's director in advance of: a) schedules of the students participating in the Program, b) placement of students in fieldwork assignments, and 3) changes in fieldwork assignments.

**4.2.7** Be responsible for the students professional activities and conduct while they are at TCMHA locations; require every student to conform to all applicable TCMHA policies, procedures, and regulations, and all requirements and restrictions specified by TCMHA; and inform the students that they will serve as volunteers without compensation, and that they will not be considered officers, agents or employees of TCMHA for any purpose, including Worker's Compensation purposes. These requirements shall include, but are expressly not limited to, that every student shall be required to successfully pass a criminal history background investigation as a condition of participation in the program. UNIVERSITY will assure that each Student is covered by health and liability (malpractice) insurance.

**4.2.8** In consultation and coordination with the TCMHA's staff, arrange for periodic conferences between appropriate representatives of UNIVERSITY and TCMHA to evaluate the fieldwork experience program provided under this Agreement.

**4.2.9** The UNIVERSITY and the DEPARTMENT shall make available to TCMHA personnel its libraries, teaching materials and other resources as shall further the objectives of this Agreement, to the extent that such resources are not required for other UNIVERSITY purposes. The UNIVERSITY and the DEPARTMENT shall seek the consultation of TCMHA in the development of the educational goals and curriculum content to meet the health and welfare needs of the community.

## **5. COMPLIANCE**

**5.1** Students providing services pursuant to this Agreement may have access to Protected Health Information, as defined at 45 CFR §160.103, and shall adhere to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164; 42 CFR, Part 2, and Welfare Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

**5.2** During internship at TCMHA, students will be required to participate in training related to TCMHA's HIPAA Privacy and Security policies and procedures; and shall conform to all applicable TCMHA policies, procedures, regulation, and all requirements and restriction specified by TCMHA.

**5.3** All TCMHA's medical records and charts, created in connection with professional training for students enrolled in the internship Program, shall be and shall remain property of TCMHA.

**5.4** The Parties agree that UNIVERSITY is not a "Business Associate" of TCMHA under HIPAA. UNIVERSITY shall not perform or assist in the performance of covered HIPAA functions on behalf of TCMHA. There shall be no exchange of individually identifiable protected health information between UNIVERSITY and TCMHA, or between any student and UNIVERSITY. Notwithstanding the foregoing, UNIVERSITY shall be bound by all the requirements of HIPAA, as applicable, and shall ensure that UNIVERSITY Personnel (as defined in Section 9 of this Agreement), and UNIVERSITY's students comply with all applicable HIPAA requirements.

## **6. TIME AND LOCATION OF WORK**

Students shall perform the training required by this Agreement at any place or location and at any time as TCMHA deems necessary and appropriate, so long as they met the educational goals and objectives as required by UNIVERSITY's internship program.

## **7. TERM**

The term of this Agreement shall commence September 17, 2025, and shall be and remain in full force and effect until June 30, 2030; unless it is amended or terminated pursuant to the provisions of Section 8 below.

## **8. TERMINATION**

Either Party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other Party. Such termination shall not impair the activities of the students then at TCMHA and participating satisfactorily and in good standing in the internship Program, as determined by TCMHA pursuant to Section 4(A)(6). In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice. Both Parties agree to cooperate fully in any such transition.

## **9. RESEARCH**

UNIVERSITY and TCMHA agree that neither the UNIVERSITY nor TCMHA, nor any student, UNIVERSITY Personnel or TCMHA Personnel, will conduct any formal or informal survey, research or other study relating in any way to the patients treated under the Program at TCMHA without first obtaining a written determination made by the UNIVERSITY Personnel and the TCMHA Coordinator (or their designated representatives) that appropriate consent has been obtained from any patient who is the subject of or participates in such survey, research or other study. As used in this Agreement, the term "UNIVERSITY Personnel" means and includes any official, officer, director, trustee, agent, employee, or contractor of UNIVERSITY. As used in this Agreement, the term "TCMHA Personnel" means and includes any elective or appointive official, officer, agent, employee, or contractor of TCMHA.

## **10. NO FINANCIAL AGREEMENT**

TCMHA shall not compensate or reimburse UNIVERSITY, any of the UNIVERSITY's students, or any of the UNIVERSITY Personnel in connection with their participation in the Program under this Agreement. UNIVERSITY shall pay and administer all compensation and fringe benefits, if any, due its students and/or UNIVERSITY Personnel, and shall make any required federal or state income tax withholdings and all payments due as an employer's contribution under workers' compensation laws, or other laws, if applicable for any students and UNIVERSITY Personnel.

## **11. LICENSES.**

UNIVERSITY declares that UNIVERSITY has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business and to enter into this Agreement.

## **12. PROPRIETARY INFORMATION**

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

## **13. FAIR LABOR STANDARDS ACT AND DISPLACEMENT OF ORGANIZATION EMPLOYEES**

It is not the intention of this Agreement for UNIVERSITY students to perform services that would displace or replace regular employees of TCMHA. It is understood by the Parties that UNIVERSITY's students are not employees of TCMHA for any purpose and shall not be entitled compensation for services, employees' health, welfare and pension benefits, or other fringe benefits of employment, or worker's compensation insurance, from TCMHA. UNIVERSITY and TCMHA shall inform their students that no student is, or will be, entitled to any employment by either Party upon completion of their rotation.

## **14. CONFLICT OF INTEREST**

UNIVERSITY hereby certifies that to the best of its knowledge or belief, no elected/appointed official or employee of TCMHA is financially interested, directly or indirectly, in the provision of services specified in this Agreement. Furthermore, UNIVERSITY represents and warrants to TCMHA that it has not employed nor retained any person or company employed by the TCMHA to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

## **15. GENERAL TERMS AND CONDITIONS**

### **15.1 Mutual Indemnification.**

**15.1.1** Indemnification by UNIVERSITY. UNIVERSITY shall, at its sole cost and expense, indemnify, defend and hold harmless TCMHA, its elective and appointive officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitees" in this Subsection (A)(1) of Section 15), from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage, of any nature (collectively "Claims"), in law or in equity, whether actual, alleged or threatened, caused by or arising out of, in whole or in part, the acts or omissions of UNIVERSITY, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees, directors, agents or employees, or any of UNIVERSITY's students (or any entity or individual that UNIVERSITY shall bear the legal liability thereof), (collectively "UNIVERSITY Indemnitors" in this Subsection (A)(1) of Section 15), including the UNIVERSITY Indemnitors' active or passive negligence, recklessness or willful misconduct in

the performance of this Agreement, UNIVERSITY's for-credit internship course program, and/or the participation by any student in UNIVERSITY's for-credit internship course program, except as for Claims arising from the sole negligence or willful misconduct of TCMHA Indemnites.

**15.1.2 Indemnification by TCMHA.** TCHMA shall, at its sole cost and expense, indemnify, defend and hold harmless UNIVERSITY, its officers, agents and employees (collectively "UNIVERSITY Indemnites" in this Subsection (A)(2) of Section 15) from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage of any nature (collectively "Liabilities"), in law or in equity, whether actual, alleged or threatened, caused by or arising out, in whole or in part, the acts or omissions of TCHMA, its officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitors" in this Subsection (A)(2) of Section 15), including TCMHA Indemnitors' active or passive negligence, recklessness, or willful misconduct in the performance of this Agreement, except for Liabilities arising from the sole negligence or willful misconduct of UNIVERSITY Indemnites.

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

**15.2.1 Workers Compensation Insurance:** Minimum statutory limits.

**15.2.2 Automobile Insurance:** \$1,000,000.00 per occurrence.

**15.2.3 Errors And Omissions Insurance:** \$1,000,000.00 per occurrence, and \$3,000,000 in the aggregate.

**15.2.4 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.

**15.2.5 UNIVERSITY,** on behalf of students, shall maintain **General and Professional Liability**, as well as educator's **Errors and Omissions coverage**, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.

**15.2.6 Notice Of Cancellation:** TCMHA requires, and UNIVERSITY shall provide TCMHA with, 30 days' written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

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

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

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

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

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

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

**15.5 Changes to the Agreement.** No changes or variations of any kind are authorized without the written consent of TCMHA's Executive Director. This Agreement may only be amended by a written instrument signed by both Parties. UNIVERSITY agrees that any written change after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

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



Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **17. EXHIBITS**

The following attached exhibit is hereby incorporated into and made a part of this Agreement:

**17.1** Exhibit A: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## **18. EFFECTIVE DATE**

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

## **19. ENTIRE AGREEMENT**

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the UNIVERSITY and TCMHA relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the UNIVERSITY and TCMHA.

## **20. SEVERABILITY**

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

## **21. WAIVER**

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

[SIGNATURES FOLLOW ON NEXT PAGE]

**22. EXECUTION**

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

**PRACTICUM SITE**

**SPONSORING INSTITUTION**

**Tri-City Mental Health Authority**

**University of California, Los Angeles**

By: \_\_\_\_\_  
Ontson Placide, Executive Director

By: \_\_\_\_\_  
David Cohen, Ph.D., Associate Dean

Attest:

**UCLA Department of Social Welfare:**

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

By: \_\_\_\_\_  
Poco Kernsmith, Ph.D., Chair

Approved as to Form:  
RICHARDS WATSON GERSHON LAW

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

**EXHIBIT A**

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

UNIVERSITY OF CALIFORNIA, LOS ANGELES

Contractor’s Name	Last	First
-------------------	------	-------

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

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

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

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

\_\_\_\_\_ **NO**, CONTRACTOR or any of its staff members or students is not currently barred from participation in any Federal or State funded health care program.

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

David Cohen, Ph.D.,  
Associate Dean

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:

COPIES: Contractor  
Finance



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

**BY:** Dana Barford Director of MHSA and Ethnic Services  
Gamaliel Polanco, Wellness Center Manager

**SUBJECT:** Consideration of Resolution No. 806 Approving an Affiliation Agreement for Internship Program with California Baptist University Through its Master of Social Work Program, and Authorizing the Executive Director to Execute the Agreement

---

Summary:

Tri-City Mental Health Authority has been a field placement agency for the Master's in Social Work graduate program for more than ten years. California Baptist University and Tri-City Mental Health Authority have collaborated over the past several years. In this partnership, TCMHA provides a field-based learning environment for MSW student interns to develop knowledge and skills by bridging academic course work with real world practice experience. The Agreement presented to the Governing Board for approval will continue this partnership until May 31, 2028.

Background:

Master's in Social Work Field Internship has been integral in preparing future clinical social workers. This is a cost-effective means in the development, recruitment, training, and retention strategy for the Tri-City Mental Health Authority clinical workforce. MSW students during their internship gain training and skills in becoming future clinical social workers as they become familiar with the policy, procedures and operations of Tri-City. TCMHA benefits over the course of each academic year by offering support with programming at the Wellness Center and outpatient clinical services.

Fiscal Impact:

The fiscal impact is minimal. The MOU continues the work done in prior years. Existing allocations continue to support general program operations, materials cost, general liability, mileage, and portion of MSW Student Intern's contractual hours for services provided beyond the requirements of each graduate program's field curriculum hours.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 806 Approving an Affiliation Agreement for Internship Program with California Baptist University Through its Master of Social Work Program, and Authorizing the Executive Director to Execute the Agreement***  
**September 17, 2025**  
**Page 2 of 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 806 approving the Affiliation Agreement with the California Baptist University through its Master of Social Work Program, beginning September 17, 2025 through June 30, 2030, and authorizing the Executive Director to execute the Agreement and any amendments thereafter.

Attachments:

*Attachment 9-A:* Resolution No. 806 – Draft

*Attachment 9-B:* Affiliation Agreement with California Baptist University-Draft

## RESOLUTION NO. 806

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AFFILIATION AGREEMENT FOR STUDENT FIELD INTERNSHIPS WITH THE CALIFORNIA BAPTIST UNIVERSITY THROUGH ITS DEPARTMENT OF SOCIAL WORK, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER

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

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) desires to train and provide practical fieldwork experience to California Baptist University (CBU) students enrolled in the approved program of special training for a Master’s in Social Work pursuant to the Affiliation Agreement.

B. The Authority affirms that the CBU and its Department of Social Work, are an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The Agreement does not create or establish the relationship of employee and employer between CBU and TCMHA.

C. The Authority affirms that CBU Department of Social Work students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement during their school calendar year, and are not employees, agents, joint venture or partners of TCMHA.

**2. Action**

The Governing Board approves the Affiliation Agreement with the California Baptist University through its Master of Social Work Program, in substantially the same form as presented at its meeting on September 17, 2025, and authorizes the Authority’s Executive Director to enter into and execute the Agreement, effective September 17, 2025 through June 30, 2030; and any Amendments or extensions of such Agreement.

[Continued on page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY



**HOPE. WELLNESS. COMMUNITY.**

**Let's find it together.**

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

[www.tricitymhs.org](http://www.tricitymhs.org)

**AFFILIATION AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**CALIFORNIA BAPTIST UNIVERSITY**  
**THROUGH ITS MASTER OF SOCIAL WORK (MSW) PROGRAM**

**DATED**

**SEPTEMBER 17, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 9-B**

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## AGREEMENT

### 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of September 17, 2025 by and between the TRI-CITY MENTAL HEALTH AUTHORITY (“TCMHA” or “Practicum Site”), a joint powers agency organized under the laws of the State of California, with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711, and CALIFORNIA BAPTIST UNIVERSITY through Its MASTER OF SOCIAL WORK (MSW) PROGRAM (“UNIVERSITY” or “Sponsoring Institution”) a California non-profit organization, with its principal place of business at 8432 Magnolia Avenue, Riverside, CA 92504. TCMHA and UNIVERSITY are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 2. INDEPENDENT CONTRACTOR

The express intention of the Parties is that UNIVERSITY is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between UNIVERSITY and TCMHA or any employee, agent, or student at UNIVERSITY. At all times UNIVERSITY shall be an independent contractor and UNIVERSITY shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of its agents shall have control over the conduct of UNIVERSITY or any of UNIVERSITY’s students, except as set forth in this Agreement.

### 3. SCOPE OF SERVICES

TCMHA will provide practical fieldwork experience (“Program”) pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources, and training supervision to UNIVERSITY students enrolled in the approved program of special training for a Master’s in Social Work and approved for placement at Practicum Site by UNIVERSITY.

### 4. PERFORMANCE OF SERVICES

#### 4.1 TCMHA (Practicum Site) Responsibilities

**4.1.1** Allow UNIVERSITY students reasonable access to its site to fulfil internship hours and requirements within the scope of services offered by TCMHA in accord with an individual learning contract developed in line with the UNIVERSITY student’s learning objectives. When appropriate and agreed upon by the Parties, TCMHA may provide a remote or off-site internship experience with supervision by TCMHA staff. TCMHA shall determine the number of students it is capable of accepting for fieldwork placement, and the academic programs that it is willing to provide training.

**4.1.2** Assign qualified employees to supervise, coordinate and oversee the internship experience, ensure the assigned students perform tasks consistent with UNIVERSITY’s student learning objectives, verify hours completed and provide feedback on the student’s

performance. When required by state or professional licensing boards, TCMHA will assign a supervisor or preceptor that is a licensed practitioner in the applicable health sciences field to oversee the students in the clinical education training program.

**4.1.3** TCMHA shall provide an orientation of its site and all relevant policies and procedures to assigned students and UNIVERSITY faculty. TCMHA shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

**4.1.4** Allow management or employees to participate in meetings with UNIVERSITY, complete verification forms or otherwise communicate with UNIVERSITY faculty regarding the program.

**4.1.5** Coordinate emergency care or first aid to UNIVERSITY students enrolled in the Program.

**4.1.6** Have the right to refuse participation to any UNIVERSITY student who TCMHA determines is not participating satisfactorily in the Program. In the event that TCMHA determines a student is not satisfactorily participating in the Program, TCMHA will consult with UNIVERSITY regarding the reasons for denying participation of such student, but TCMHA shall make the final decision on such student's participation in its sole discretion and UNIVERSITY agrees to honor any such decision.

## **4.2** UNIVERSITY (Sponsoring Institution) Responsibilities

**4.2.1** Be responsible for development, organization, and implementation of the academic curriculum and student learning objectives related to the internship Program; and provide TCMHA with a statement of its educational goals, of appropriate learning experiences, and of its expectations for student performance in the Program.

**4.2.2** Be responsible for the selection, placement, removal, and final grading of students placed with TCMHA. These decisions shall be made in consultation with TCMHA in accordance with the respective responsibilities of each Party to this Agreement.

**4.2.3** Designate students in such numbers as are mutually agreed to by both Parties.

**4.2.4** Maintain all attendance and academic records of students participating in field work assignments pursuant to this Agreement.

**4.2.5** Assign a representative of its faculty to act as the Faculty Field Liaison between UNIVERSITY and TCMHA in the development and execution of the internship Program, rotation plan, the valuation of student performance, and to engage in such other activities as are of mutual concern in the provision of student training.

**4.2.6** The Faculty Field Liaison will exchange relevant information regarding the student's progress with TCMHA's Primary Supervisor as needed; and will also notify TCMHA's director in advance of: a) schedules of the students participating in the Program, b) placement of students in fieldwork assignments, and 3) changes in fieldwork assignments.

**4.2.7** Be responsible for the students professional activities and conduct while they are at TCMHA locations; require every student to conform to all applicable TCMHA policies, procedures, and regulations, and all requirements and restrictions specified by TCMHA; and inform the students that they will serve as volunteers without compensation, and that they will not be considered officers, agents or employees of TCMHA for any purpose, including Worker's Compensation purposes. These requirements shall include, but are expressly not limited to, that every student shall be required to successfully pass a criminal history background investigation as a condition of participation in the program. UNIVERSITY will assure that each Student is covered by health and liability (malpractice) insurance.

**4.2.8** In consultation and coordination with the TCMHA's staff, arrange for periodic conferences between appropriate representatives of UNIVERSITY and TCMHA to evaluate the fieldwork experience program provided under this Agreement.

**4.2.9** The UNIVERSITY and the DEPARTMENT shall make available to TCMHA personnel its libraries, teaching materials and other resources as shall further the objectives of this Agreement, to the extent that such resources are not required for other UNIVERSITY purposes. The UNIVERSITY and the DEPARTMENT shall seek the consultation of TCMHA in the development of the educational goals and curriculum content to meet the health and welfare needs of the community.

## **5. COMPLIANCE**

**5.1** Students providing services pursuant to this Agreement may have access to Protected Health Information, as defined at 45 CFR §160.103, and shall adhere to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164; 42 CFR, Part 2, and Welfare Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

**5.2** During internship at TCMHA, students will be required to participate in training related to TCMHA's HIPAA Privacy and Security policies and procedures; and shall conform to all applicable TCMHA policies, procedures, regulation, and all requirements and restriction specified by TCMHA.

**5.3** All TCMHA's medical records and charts, created in connection with professional training for students enrolled in the internship Program, shall be and shall remain property of TCMHA.

**5.4** The Parties agree that UNIVERSITY is not a "Business Associate" of TCMHA under HIPAA. UNIVERSITY shall not perform or assist in the performance of covered HIPAA functions on behalf of TCMHA. There shall be no exchange of individually identifiable protected health information between UNIVERSITY and TCMHA, or between any student and UNIVERSITY. Notwithstanding the foregoing, UNIVERSITY shall be bound by all the requirements of HIPAA, as applicable, and shall ensure that UNIVERSITY Personnel (as defined in Section 9 of this Agreement), and UNIVERSITY's students comply with all applicable HIPAA requirements.

## **6. TIME AND LOCATION OF WORK**

Students shall perform the training required by this Agreement at any place or location and at any time as TCMHA deems necessary and appropriate, so long as they met the educational goals and objectives as required by UNIVERSITY's internship program.

## **7. TERM**

The term of this Agreement shall commence September 17, 2025, and shall be and remain in full force and effect until June 30, 2030; unless it is amended or terminated pursuant to the provisions of Section 8 below.

## **8. TERMINATION**

Either Party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other Party. Such termination shall not impair the activities of the students then at TCMHA and participating satisfactorily and in good standing in the internship Program, as determined by TCMHA pursuant to Section 4(A)(6). In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice. Both Parties agree to cooperate fully in any such transition.

## **9. RESEARCH**

UNIVERSITY and TCMHA agree that neither the UNIVERSITY nor TCMHA, nor any student, UNIVERSITY Personnel or TCMHA Personnel, will conduct any formal or informal survey, research or other study relating in any way to the patients treated under the Program at TCMHA without first obtaining a written determination made by the UNIVERSITY Personnel and the TCMHA Coordinator (or their designated representatives) that appropriate consent has been obtained from any patient who is the subject of or participates in such survey, research or other study. As used in this Agreement, the term "UNIVERSITY Personnel" means and includes any official, officer, director, trustee, agent, employee, or contractor of UNIVERSITY. As used in this Agreement, the term "TCMHA Personnel" means and includes any elective or appointive official, officer, agent, employee, or contractor of TCMHA.

## **10. NO FINANCIAL AGREEMENT**

TCMHA shall not compensate or reimburse UNIVERSITY, any of the UNIVERSITY's students, or any of the UNIVERSITY Personnel in connection with their participation in the Program under this Agreement. UNIVERSITY shall pay and administer all compensation and fringe benefits, if any, due its students and/or UNIVERSITY Personnel, and shall make any required federal or state income tax withholdings and all payments due as an employer's contribution under workers' compensation laws, or other laws, if applicable for any students and UNIVERSITY Personnel.

## **11. LICENSES.**

UNIVERSITY declares that UNIVERSITY has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business and to enter into this Agreement.

## **12. PROPRIETARY INFORMATION**

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

## **13. FAIR LABOR STANDARDS ACT AND DISPLACEMENT OF ORGANIZATION EMPLOYEES**

It is not the intention of this Agreement for UNIVERSITY students to perform services that would displace or replace regular employees of TCMHA. It is understood by the Parties that UNIVERSITY's students are not employees of TCMHA for any purpose and shall not be entitled compensation for services, employees' health, welfare and pension benefits, or other fringe benefits of employment, or worker's compensation insurance, from TCMHA. UNIVERSITY and TCMHA shall inform their students that no student is, or will be, entitled to any employment by either Party upon completion of their rotation.

## **14. CONFLICT OF INTEREST**

UNIVERSITY hereby certifies that to the best of its knowledge or belief, no elected/appointed official or employee of TCMHA is financially interested, directly or indirectly, in the provision of services specified in this Agreement. Furthermore, UNIVERSITY represents and warrants to TCMHA that it has not employed nor retained any person or company employed by the TCMHA to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

## **15. GENERAL TERMS AND CONDITIONS**

### **15.1 Mutual Indemnification.**

**15.1.1** Indemnification by UNIVERSITY. UNIVERSITY shall, at its sole cost and expense, indemnify, defend and hold harmless TCMHA, its elective and appointive officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitees" in this Subsection (A)(1) of Section 15), from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage, of any nature (collectively "Claims"), in law or in equity, whether actual, alleged or threatened, caused by or arising out of, in whole or in part, the acts or omissions of UNIVERSITY, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees, directors, agents or employees, or any of UNIVERSITY's students (or any entity or individual that UNIVERSITY shall bear the legal liability thereof), (collectively "UNIVERSITY Indemnitors" in this Subsection (A)(1) of Section 15), including the UNIVERSITY Indemnitors' active or passive negligence, recklessness or willful misconduct in

the performance of this Agreement, UNIVERSITY's for-credit internship course program, and/or the participation by any student in UNIVERSITY's for-credit internship course program, except as for Claims arising from the sole negligence or willful misconduct of TCMHA Indemnites.

**15.1.2 Indemnification by TCMHA.** TCHMA shall, at its sole cost and expense, indemnify, defend and hold harmless UNIVERSITY, its officers, agents and employees (collectively "UNIVERSITY Indemnites" in this Subsection (A)(2) of Section 15) from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage of any nature (collectively "Liabilities"), in law or in equity, whether actual, alleged or threatened, caused by or arising out, in whole or in part, the acts or omissions of TCHMA, its officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitors" in this Subsection (A)(2) of Section 15), including TCMHA Indemnitors' active or passive negligence, recklessness, or willful misconduct in the performance of this Agreement, except for Liabilities arising from the sole negligence or willful misconduct of UNIVERSITY Indemnites.

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

**15.2.1 Workers Compensation Insurance:** Minimum statutory limits.

**15.2.2 Automobile Insurance:** \$1,000,000.00 per occurrence.

**15.2.3 Errors And Omissions Insurance:** \$1,000,000.00 per occurrence, and \$3,000,000 in the aggregate.

**15.2.4 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.

**15.2.5 UNIVERSITY,** on behalf of students, shall maintain **General and Professional Liability**, as well as educator's **Errors and Omissions coverage**, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.

**15.2.6 Notice Of Cancellation:** TCMHA requires, and UNIVERSITY shall provide TCMHA with, 30 days' written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

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

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

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

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

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

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

**15.5 Changes to the Agreement.** No changes or variations of any kind are authorized without the written consent of TCMHA's Executive Director. This Agreement may only be amended by a written instrument signed by both Parties. UNIVERSITY agrees that any written change after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

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



Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **17. EXHIBITS**

The following attached exhibit is hereby incorporated into and made a part of this Agreement:

- 17.1** Exhibit A: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## **18. EFFECTIVE DATE**

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

## **19. ENTIRE AGREEMENT**

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the UNIVERSITY and TCMHA relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the UNIVERSITY and TCMHA.

## **20. SEVERABILITY**

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

## **21. WAIVER**

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

[SIGNATURES FOLLOW ON NEXT PAGE]

**22. EXECUTION**

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

**PRACTICUM SITE**

**SPONSORING INSTITUTION**

**Tri-City Mental Health Authority**

**California Baptist University**

By: \_\_\_\_\_  
Ontson Placide, Executive Director

By: \_\_\_\_\_  
Mark Howe, Vice President  
for Finance and Administration

Attest:

**College of Behavioral & Social Sciences**

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

By: \_\_\_\_\_  
Dr. Jacqueline Gustafson, Dean

Approved as to Form:  
RICHARDS WATSON GERSHON LAW

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

**EXHIBIT A**

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

CALIFORNIA BAPTIST UNIVERSITY

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

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

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

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

\_\_\_\_\_ **NO**, CONTRACTOR or any of its staff members or students is not currently barred from participation in any Federal or State funded health care program.

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

Mark Howe, Vice President  
for Finance and Administration

Date	Contractor or Vendor’s Name	Contractor or Vendor’s Signature
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Ontson Placide, Executive Director

Date	TCMHA Executive Official’s Name	TCMHA Executive Official’s Signature
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DISTRIBUTION:

COPIES: Contractor  
Finance



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

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

**SUBJECT:** Consideration of Resolution No. 807 Establishing the Authority's Charitable Choice and Referral Process Policy and Procedure Effective September 17, 2025, required to obtain an AOD Certification from the DHCS and the SAPC Contract with the L.A. County Department of Public Health

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Summary:

Staff is seeking Board approval for a policy on client Charitable Choice for Treatment Services required to complete the application process for both the Department of Health Care Services (DHCS) Alcohol and Other Drugs (AOD) certification and the SAPC (Substance Abuse Prevention and Control) contract with the Los Angeles County Department of Public Health.

Background:

To deliver integrated behavioral health services, including co-occurring substance use and mental health treatment, our organization must obtain DHCS AOD certification and enter into a contract with the Los Angeles County SAPC. These steps require Board-approved policies and procedures to ensure compliance with state and county requirements.

Fiscal Impact:

Approval of these policies will position our organization to become Medi-Cal billable for substance use disorder services. This will generate sustainable reimbursement revenue and allow us to provide critical services to individuals with co-occurring disorders who are in urgent need of care.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 807 establishing the Charitable Choice and Referral Process Policy and Procedure No. V.29 to complete the Application Process to obtain the Alcohol and Other Drugs (AOD) Certification from the Department of Health Care Services (DHCS) and the Substance Abuse Prevention and Control (SAPC) Contract with the LAC Department of Public Health.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 807 Establishing the Authority's Charitable Choice and Referral Process Policy and Procedure Effective September 17, 2025, required to obtain an AOD Certification from the DHCS and the SAPC Contract with the L.A. County Department of Public Health***  
**September 17, 2025**  
**Page 2 of 2**

Attachments:

*Attachment 10-A:* Resolution No. 807 – Draft

*Attachment 10-B:* Charitable Choice and Referral Process Policy and Procedure No. V.29-Draft

**RESOLUTION NO. 807**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S CHARITABLE CHOICE AND REFERRAL PROCESS POLICY AND PROCEDURE NO. V.29, EFFECTIVE SEPTEMBER 17, 2025**

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to establish its Charitable Choice and Referral Process Policy and Procedure No. V.29 to obtain the Alcohol and Other Drugs (AOD) Certification from the Department of Health Care Services (DHCS) and the Substance Abuse Prevention and Control (SAPC) contract with the Los Angeles County Department of Public Health (LACDPH).

B. TCMHA Policies and Procedures are routinely reviewed and updated, or newly established, to ensure they are relevant, effective, and compliant with current regulations, mandates, and processes.

**2. Action**

The Governing Board approves and establishes the Authority's Charitable Choice and Referral Process Policy and Procedure No. V.29, effective September 17, 2025.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

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STEVEN L. FLOWER, GENERAL COUNSEL

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MICHAELA P. OLMOS, RECORDING SECRETARY

**ATTACHMENT 10-A**



**TRI-CITY MENTAL HEALTH AUTHORITY**  
**POLICY & PROCEDURE**

<b>SUBJECT:</b>  <b>Charitable Choice and Referral Process</b>	<b>POLICY NO.:</b>  <b>V.29</b>	<b>EFFECTIVE DATE:</b>  <b>09/17/2025</b>	<b>PAGE:</b>  <b>1 of 4</b>
<b>APPROVED BY:</b> <b>Governing Board</b>  <b>Executive Director</b>	<b>SUPERCEDES:</b>	<b>ORIGINAL ISSUE DATE:</b>  <b>09/17/2025</b>	<b>RESPONSIBLE PARTIES:</b>  <b>Executive Management</b>

**1. PURPOSE**

- 1.1** To Establish a process for identifying and referring substance use program participants or prospective participants who wish to transfer to another program based upon their religious concerns and beliefs.
- 1.2** This policy pertains to Part 54a of the federal Charitable Choice Regulations applicable to states, local governments and religious organizations receiving discretionary funding under Title V of the Public Health Service Act, 42 U.S.C. 2909aa, et seq., for substance abuse prevention and treatment services.
- 1.3** Part 54a provisions apply only to funds provided directly to pay for substance abuse prevention and treatment services under Title V of the Public Health Service Act, 42 U.S.C. 300x-65 and 42 U.S.C. 290kk, et seq., which are administered by the Substance Abuse and Mental Health Services Administration (SAMHSA). Tri-City Mental Health Authority (TCMHA) does not currently receive and does not anticipate receiving such funding from SAMHSA for substance abuse prevention and treatment services.
- 1.4** If TCMHA were to receive SAMHSA funds for substance use treatment services, Part 54a.4 would prohibit any use of those funds for inherently religious activities such as worship, religious instruction or proselytization. TCMHA is a local government, not a faith-based organization, and as such does not provide inherently religious activities.
- 1.5** While TCMHA does not appear to be the focus for the above-mentioned regulations, TCMHA nonetheless recognizes the important influence of many people’s religious beliefs on their recovery journey from substance use disorders. TCMHA seeks to support each beneficiary’s positive use of religious/spiritual beliefs and practices without imposing any specific one upon a beneficiary. TCMHA also wishes to respect any beneficiary’s right to seek a referral to an alternate provider whose approach may be more congruent with the beneficiary’s religious/spiritual values.



**TRI-CITY MENTAL HEALTH AUTHORITY**  
**POLICY & PROCEDURE**

<b>SUBJECT:</b> <b>Charitable Choice and Referral Process</b>	<b>POLICY NO.:</b> <b>V.29</b>	<b>EFFECTIVE DATE:</b> <b>09/17/2025</b>	<b>PAGE:</b> <b>2 of 4</b>
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**1.6** Although Part 54a provisions are not directly applicable to TCMHA substance use treatment programs, TCMHA decided to establish this policy in keeping with the spirit and intent of those provisions.

**2. DEFINITIONS**

**2.1 Client:** For the purpose of this policy, the definition of client includes any individual who has been referred to, has requested, or has received, mental health or substance use services or programs. The term “client” includes those who meet the above criteria and are referred as beneficiaries, clients, consumers, members, participants, survivors, patients, or ex-patients.

**2.2 Charitable Choice:** Refers to the ability of participants to choose to receive services from a program that aligns with their personal beliefs, including religious affiliations.

**2.3 Referral Process:** The systematic method for referring participants who express a desire to transfer to another program.

**2.4 Tracking and Reporting:** The process of documenting referrals for accountability.

**3. POLICY**

TCMHA is committed to ensuring that all program participants have access to services that align with their personal beliefs and values. We uphold the principle of religious nondiscrimination in our treatment and referral processes and provide a clear mechanism for participants wishing to transfer to other programs based on religious considerations. Confidentiality shall be assured without compromising applicable legal rights of access to information by any appropriate party, including employees, clients, family, professionals and agencies or other pertinent groups.

**4. PROCEDURE**

**4.1 Informing clients of this Charitable Choice Policy and their right to request a referral**

**4.1.1** Clients will be informed of their right to request a transfer during the intake process and throughout their engagement in services through the following notice posted in a TCMHA waiting room:

*“TCMHA does not discriminate against any client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If you perceive such discrimination and*



**TRI-CITY MENTAL HEALTH AUTHORITY**  
**POLICY & PROCEDURE**

<b>SUBJECT:</b> <b>Charitable Choice and Referral Process</b>	<b>POLICY NO.:</b> <b>V.29</b>	<b>EFFECTIVE DATE:</b> <b>09/17/2025</b>	<b>PAGE:</b> <b>3 of 4</b>
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*would prefer to receive treatment elsewhere, you have the right to a referral to another provider of substance abuse services. TCMHA will make the referral to alternative services in a timely manner after you request them. We will make every effort to find and refer you to an alternative provider accessible to you who has the capacity to provide substance abuse services. The services provided to you by the alternative provider will be of a quality not less than the quality of services you would have received from this organization.”*

**4.1.2** Staff will be trained in how to explain the policy, respond sensitively to a client request for referral and facilitate an appropriate referral expeditiously.

**4.2** Referral Process. Upon receiving a request for a transfer, staff shall:

**4.2.1** Document the participant's request in the participant's file.

**4.2.2** Discuss available options with the participant, including programs that align with their religious preferences.

**4.2.3** Provide the participant with a list of alternative programs and their contact information.

**4.2.4** Assist in initiating the transfer process, if desired.

**4.3** Tracking Referrals

**4.3.1** All referrals shall be tracked in a designated database to ensure compliance with reporting requirements.

**4.3.2** Information to be recorded includes:

**4.3.2.1** Date of request

**4.3.2.2** Reason for transfer request (religious nature)

**4.3.2.3** Programs referred to

**4.3.2.4** Follow-up actions taken

**4.3.2.5** Participant's final decision

**4.4** Reporting

TCMHA shall compile and report referral data in accordance with the guidelines set forth in SAPC Bulletin 20-13 or as updated.



**TRI-CITY MENTAL HEALTH AUTHORITY**  
**POLICY & PROCEDURE**

<b>SUBJECT:</b> <b>Charitable Choice and Referral Process</b>	<b>POLICY NO.:</b> <b>V.29</b>	<b>EFFECTIVE DATE:</b> <b>09/17/2025</b>	<b>PAGE:</b> <b>4 of 4</b>
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**4.5** Training and Compliance

**4.5.1** Staff will receive annual training on the Charitable Choice policy and the referral process to ensure understanding and adherence to the guidelines.

**4.5.2** Compliance with this policy will be monitored through regular audits and participant feedback.

**4.6** Responsibilities

**4.6.1 Program Managers:** Ensure staff are trained and that the referral process is implemented effectively.

**4.6.2 Staff:** Engage with participants, document requests, and facilitate referrals as per this policy.

**4.6.3 Quality Assurance Team:** Monitor compliance and track referral data for reporting purposes.

**5. REFERENCES**

**5.1** Title V of the Public Health Service Act, [42 U.S.C. 300x-65](#) and [42 U.S.C. 290kk](#), *et seq*



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

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

**SUBJECT:** Consideration of Resolution No. 808 Approving the First Amendment to the Agreement with CentreScapes, Inc, for Landscape Maintenance Services, and Authorizing the Executive Director to Execute the Amendment

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Summary:

TCMHA management is seeking authorization for the Executive Director to execute an amendment with the existing landscape service, Centrescapes, Inc to extend the existing agreement for three additional months (the months of October 2025 through December 2025).

Background:

In October of 2020, the Governing Board approved Resolution No. 554 Authorizing the Executive Director to enter in a three-year agreement (with an option to extend two additional years) with CentreScapes, Inc for Landscape Maintenance Services. While TCMHA management is currently working through a new Request for Proposals (RFP) process, management anticipates that the timing of the termination of the existing agreement will not line up with the ultimate selection of a new landscape service.

TCMHA Management is requesting authorization for the Executive Director to execute the amendment for three additional months. The existing vendor has agreed to continue providing landscaping services for the three additional months for the same current contracted price of \$1,985.17 per month. Management anticipates to complete the RFP process, select a vendor and bring forth a new contract for the Governing to Approve during the December meeting.

Fiscal Impact:

The fiscal impact and month-to-month rate will be \$1,985.17 per month beginning October 1, 2025 through December 31, 2025. The Funding will be from a combination of MSHA and Realignment.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 808 Approving the First Amendment to the Agreement with CentreScapes, Inc, for Landscape Maintenance Services for Three Months, and Authorizing the Executive Director to Execute the Amendment***  
**September 17, 2025**  
**Page 2 of 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 808 authorizing the Executive Director to execute the First Amendment to the Agreement with CentreScapes, Inc. for Landscape Maintenance Services for Three Months beginning on October 1, 2025.

Attachments:

*Attachment 11-A:* Resolution No. 808 – Draft

*Attachment 11-B:* First Amendment to Agreement with CentreScapes, Inc. - Draft

## RESOLUTION NO. 808

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE FIRST AMENDMENT TO AGREEMENT WITH CENTRESCAPES, INC. FOR LANDSCAPE MAINTENANCE SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) on October 21, 2020, awarded a Three-Year Agreement to CentreScapes, Inc. in the sum of \$81,486.00 to provide landscape maintenance services to its five properties located at 2008 N. Garey Ave in Pomona, 2001 N. Garey Ave in Pomona, 1403 N. Garey Ave in Pomona, 786 N. Park Avenue in Pomona, and 956 W. Baseline Road, in Claremont; with an option to extend two additional years, for a total value of \$137,990.00 for five years ending on September 30, 2025.

B. The Authority desires to execute the First Amendment to the Agreement with CentreScapes to extend the term of the Agreement to December 31, 2025 and continue to pay the current contracted price of \$1,985.17 per month for landscape maintenance services at the same five TCMHA properties.

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

2. **Action**

The Authority’s Executive Director is authorized to enter into, and execute, the First Amendment to the Agreement with CentreScapes, Inc., in substantially the same form as presented at its meeting on September 17, 2025, extending the term of the Agreement to December 31, 2025 at the current monthly price of \$1,985.17.

[Continues on Page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY



**HOPE. WELLNESS. COMMUNITY.**

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

[www.tricitymhs.org](http://www.tricitymhs.org)

**FIRST AMENDMENT**

**TO**

**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**CENTRESCAPES, INC.**

**DATED**

**SEPTEMBER 17, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

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**FIRST AMENDMENT****INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY  
AND CENTRESCAPES, INC.****1. PARTIES AND DATE**

This First Amendment (“First Amendment”) is made and entered into as of September 17, 2025 (“First Amendment Date”), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority (“TCMHA” or “Authority”) and CENTRESCAPES, INC., with its principal place of business at 165 Gentry Street, Pomona, CA 91767 (the “CONTRACTOR”). TCMHA and CONTRACTOR are sometimes individually referred to as a “Party” and collectively as “Parties.”

**2. RECITALS**

**2.1.** TCMHA and CONTRACTOR entered into an Independent Contractor Agreement effective November 1, 2020, (“Agreement”) for Landscape Maintenance Services at five TCMHA properties.

**2.2.** The Parties desire to enter into a First Amendment to the Agreement to extend the term of the Agreement through December 31, 2025 and continue to pay the current contracted price of \$1,985.17 per month.

**2.3.** In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this First Amendment.

**3. AMENDMENT**

Section 7 (Term) is amended to read as follows:

**“7. TERM**

The term of this Agreement shall commence October 1, 2020 and shall be and remain in full force and effect until amended or terminated at the end of December 31, 2025; unless terminated in accordance with the provisions of Section 8 below or renewed subject to an amendment to this Agreement.”

**4. REAFFIRMATION OF OTHER TERMS**

Except as modified or changed herein, all of the terms and provisions of the Agreement, as amended by the First Amendment, shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

**5. EXECUTION**

The Parties have executed this Agreement as of the First Amendment Date.

**Tri-City Mental Health Authority**

**CentreScapes, Inc.**

By: \_\_\_\_\_  
Ontson Placide, Executive Director

By: \_\_\_\_\_  
Jason Marcus, President

**Attest:**

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

**Approved as to Form:**  
RICHARDS WATSON & GERSHON

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



Tri-City Mental Health Authority  
AGENDA REPORT

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

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

**SUBJECT:** Consideration of Resolution No. 809 Authorizing an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud Subscription Renewal in the Amount of \$44,762.41 for One Year Effective October 1, 2025, and Authorizing the Executive Director to Execute the Addendum

---

Summary:

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

Background:

Tri-City Mental Health continues to use Welligent to organize and document service activities for selected programs. While the goal continues to be to implement a long-standing best-fit solution for these programs, we are still in the midst of the Behavioral Health Services Act (BHSA) transformation, and therefore it is best for these programs to continue to use the existing system in order to maintain workflow stability.

To continue using Welligent for our programs and services, staff recommends a 12-month contract renewal with the Welligent EHR from \*October 1, 2025 – September 30, 2026. The amount of the new contract will continue with the same number of user accounts (50 accounts) for an annual cost of \$44,762.41.

*\*Note: There was an oversight on the end date of previous contract, which ended on June 30, 2025. To avoid disruption in agency operations, staff needed to execute a short-term interim contract from 6/1/2025 – 9/30/2025, under the executive directors purchasing authority. The amount of the 4-month interim contract was \$14,210.29.*

Fiscal Impact:

The total anticipated cost for the contract from October 1, 2025 – September 30, 2026, is \$44,762.41. The funding source will be based on program use from a combination MHSAs and realignment dollars.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 809 Authorizing an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud Subscription Renewal in the Amount of \$44,762.41 for One Year Effective October 1, 2025, and Authorizing the Executive Director to Execute the Addendum***  
**September 17, 2025**  
**Page 2 of 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 809 authorizing the Executive Director to execute an Addendum to the Software Services Agreement with Welligent for the ContinuumCloud subscription renewal in the amount of \$44,762.41 for one year effective October 1, 2025 through September 30, 2026.

Attachments

*Attachment 12-A:* Resolution No. 809 – Draft

*Attachment 12-B:* Welligent Contract Renewal

**RESOLUTION NO. 809**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ADDENDUM TO THE CONTINUUMCLOUD SOFTWARE SERVICES AGREEMENT WITH WELLIGENT IN THE AMOUNT OF \$44,762.41, FOR ONE YEAR, EFFECTIVE OCTOBER 1, 2025**

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

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

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

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

**2. Action**

The Governing Board authorizes the Executive Director to enter into, and execute, the Addendum to the Software Services Agreement with Welligent for ContinuumCloud Subscription renewal in the amount of \$44,762.41, for one year effective on October 1, 2025.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

---

STEVEN L. FLOWER, GENERAL COUNSEL

---

MICAELA P. OLMOS, RECORDING SECRETARY

**ATTACHMENT 12-A**



Order Form

100 South Ashley Drive, Suite 1500  
Tampa, FL 33602  
888-317-5960  
www.continuumcloud.com  
info@continuumcloud.com

Customer Information

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

Bill-to  
  
1900 Royalty Drive  
Pomona, CA 91767

Subscription Details

Term (Months): 12  
Billing Frequency: Monthly

Payment Terms: Net 30  
Billing Start Date: 10/1/2025  
Annual Uplift: 5%

ContinuumCloud and Third-Party Recurring Subscription Fees

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

Recurring Deliverables	Description	Units	Monthly Unit Price	Total Annual Cost
Welligent Named User Licenses	Welligent Users-50	50.00	\$74.60	\$44,762.41

### Total Cost of Ownership

	Year 1	Year 2	Year 3	Total
Professional Services / Setup Costs	\$0.00	-	-	\$0.00
Recurring Software License Fees	\$44,762.41	\$0.00	\$0.00	\$44,762.41
Annual Totals	\$44,762.41	\$0.00	\$0.00	\$44,762.41

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

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

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

### ADDENDUM TO SOFTWARE SERVICE AGREEMENT FOR CONTINUUMCLOUD SUBSCRIPTION RENEWAL

This Addendum to Software Service Agreement ("Addendum") is made as of 10/1/2025 (the "Effective Date") by and between ContinuumCloud, LLC ("ContinuumCloud") and Tri-City Mental Health Center, as an amendment to the original Software Service Agreement ("Agreement") entered into by both parties on original contract execution date . The purpose of this Addendum is to serve as a renewal of Customer's contract term and user-based subscription fees.

ContinuumCloud and Customer hereby agree as follows:

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

### CONTINUUMCLOUD ADDENDUM PROVISIONS

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

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

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

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

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

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

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

**Quote Acceptance and Customer Signature**

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

**Customer Signature:** \_\_\_\_\_  
**Customer Name:** \_\_\_\_\_  
**Customer Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ContinuumCloud Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Customer Information:**

**Sales Rep Information:**

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

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

**Customer  
FEIN:** \_\_\_\_\_

**PO Number  
(if required):** \_\_\_\_\_

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



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

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

**SUBJECT:** Consideration of Resolution No. 810 Approving the First Amendment to the Agreement with Project Return Peer Support Network (PRPSN) in an Amount not to Exceed \$40,000.00 for Additional Consulting Services, and Authorizing the Executive Director to Execute the Amendment

---

Summary:

On July 17, 2024, Tri-City Mental Health Authority (TCMHA) entered into a two-year Agreement with Project Return Peer Support Network in the amount of \$80,000 to facilitate focus groups supporting TCMHA's strategic community planning efforts. TCMHA now seeks to amend the Agreement to expand the scope of work, adding additional focus groups and related activities for an additional \$40,000. The term of the agreement remains unchanged and will continue through June 30, 2026.

Background:

Project Return Peer Support Network (Project Return) currently serves as the Peer Consultant for TCMHA's Innovation project, *Community Planning Process*, under an agreement effective from July 17, 2024 through June 30, 2026. Project Return's primary role is to facilitate focus groups grounded in participatory-action research to inform TCMHA's strategic planning and future Innovation initiatives.

With the passage of Proposition 1 (BHSA), counties are now required to engage 29 distinct population groups during the community planning process. To meet this expanded mandate and align with the state's Community Planning Process (CPP) framework, TCMHA proposes to broaden the scope of work to include additional focus groups, Community Listening Sessions, and targeted one-on-one interviews.

Fiscal Impact:

The Agency has funds available under the MHSA Innovation project, Community Planning Process for Innovation Project(s) to support the cost of expanded scope of work.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 810 Approving the First Amendment to the Agreement with Project Return Peer Support Network (PRPSN) in an Amount not to Exceed \$40,000.00 for Additional Consulting Services, and Authorizing the Executive Director to Execute the Amendment***

**September 17, 2025**

**Page 2 of 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 810 Authorizing the Executive Director to execute the First Amendment to the Agreement with Project Return Peer Support Network for additional Consulting Services for the Community Planning Process in an amount not to exceed \$40,000.

Attachments:

*Attachment 13-A:* Resolution No. 810 - Draft

*Attachment 13-B:* First Amendment to Agreement Project Return Peer Support Network, effective September 17, 2025

## RESOLUTION NO. 810

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH PROJECT RETURN PEER SUPPORT NETWORK FOR ADDITIONAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) entered into a consultant Agreement with Project Return Peer Support Network (PRPSN) for the planning, development and execution of focus groups to help with the development of the Authority’s Community Planning Process, beginning on July 17, 2025 through June 30, 2026, in an amount not to exceed \$80,000.00.

B. The Authority desires to execute the First Amendment to the Agreement with PRPSN to increase its compensation by an additional \$40,000.00 for additional focus groups and related activities for the Authority’s Community Planning Process.

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

**2. Action**

The Governing Board approves the First Amendment to the Agreement with Project Return Peer Support Network for additional consulting services for the Community Planning Process project, and the Authority’s Executive Director is authorized to enter into and execute said Amendment, in substantially the same form as presented at its meeting on September 17, 2025, to increase PRPSN’s compensation by an additional \$40,000.00, in a total amount not to exceed \$120,000.00 for entire project.

[Continues on Page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY



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by the residents  
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Verne.

[www.tricitymhs.org](http://www.tricitymhs.org)

**FIRST AMENDMENT**

**TO**

**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**PROJECT RETURN PEER SUPPORT NETWORK  
(PRPSN)**

**DATED**

**SEPTEMBER 17, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 13-B**

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## FIRST AMENDMENT

### INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND PROJECT RETURN PEER SUPPORT NETWORK

#### 1. PARTIES AND DATE

This First Amendment (“First Amendment”) is made and entered into as of September 17, 2025 (“First Amendment Date”), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA” or “Authority”) and PROJECT RETURN PEER SUPPORT NETWORK, a California Non-Profit Corporation, with its business address at 2677 Zoe Avenue, Ste 304, Huntington Park, CA 90255 (hereinafter “CONTRACTOR”). TCMHA and CONTRACTOR are sometimes individually referred to as a “Party” and collectively as “Parties.”

#### 2. RECITALS

a. TCMHA and CONTRACTOR entered into an Independent Contractor Agreement effective July 17, 2025 (“Agreement”) for Peer Consultant Services for Community Planning Process.

b. The Parties desire to enter into a First Amendment to the Agreement to increase the CONTRACTOR’s compensation by an additional \$40,000.00 in a total amount not to exceed \$120,000.00 for the entire project; and 2) modify the Scope of Services, incorporated and made part of the First Amendment as ‘Exhibit 1.’

c. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this First Amendment.

#### 3. AMENDMENT

a. Exhibit A (Scope of Services) to the Agreement is hereby amended by the addition thereto of Exhibit 1 to this First Amendment. Exhibit A to the Agreement shall remain otherwise unchanged.

b. Section 9(a) (Compensation) of the Agreement is hereby amended by increasing compensation by an additional \$40,000.00, in a total amount not to exceed \$120,000.00 (\$80,000 + \$40,000).

#### 4. REAFFIRMATION OF OTHER TERMS

Except as modified or changed herein, all of the terms and provisions of the Agreement, as amended by the First Amendment, shall remain in full force and effect.

**5. EXECUTION**

The Parties have executed this Agreement as of the First Amendment Date.

**TRI-CITY MENTAL HEALTH AUTHORITY      PROJECT RETURN PEER SUPPORT NETWORK (PRPSN)**

By: \_\_\_\_\_  
Ontson Placide, Executive Director

By: \_\_\_\_\_  
Angelica Garcia-Guerrero Deputy  
Director of Operations

**Attest:**

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

**Approved as to Form:**  
RICHARDS WATSON & GERSHON

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

## **EXHIBIT 1**

### **EXPANDED SCOPE OF SERVICES**

The Scope of Services for peer consultant services is expanded to provide additional support to Tri-City Mental Health Authority's Innovation Community Planning Process (CPP), which is transitioning to meet new requirements under the Behavioral Health Services Act (BHSA).

With the new BHSA guidelines, TCMHA must broaden its stakeholder engagement between now and early 2026 to meet the expanded community engagement requirements outlined by the Department of Health Care Services. This includes outreach to 29 distinct stakeholder groups, such as Medi-Cal Managed Care Plans, housing and homelessness providers, regional centers, veterans, and others who were not fully represented in the initial round of engagement.

To meet this expanded requirement and align with the state's Community Planning Process (CPP) framework, which includes inclusive Community Listening Sessions and targeted 1:1 interviews, this amendment allocates the remaining \$40,000 in CPP funding as follows:

- \$25,000 for PRPSN to conduct approximately 20 additional Community Listening Sessions and/or 1:1 Interviews with the remaining priority stakeholder groups. Sessions will be designed for accessibility and cultural relevance, and interviews will be used when group settings are not feasible.
- \$15,000 to support participation through stipends and meals. These supports will now be coordinated and distributed directly by PRPSN, whereas previously they were managed by Tri-City staff.

This amendment to scope of services aligns with BHSA principles of accessibility, inclusion, and shared power by ensuring Tri-City Mental Health Authority's Community Planning Process is community-led, culturally responsive, and grounded in lived experience. This proactive approach allows TCMHA to get ahead of state deadlines and position itself for a successful BHSA transition while strengthening trust with historically underserved communities.



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

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

**SUBJECT:** Consideration to Approve Tri-City Mental Health Authority's Membership in California Behavioral Health Directors Association (CBHDA)

---

Summary:

The County Behavioral Health Directors Association of California (CBHDA) is a non-profit association that provides leadership, advocacy, programs, and support to the behavioral health directors from California's 58 counties, the City of Berkeley, and Tri-City Mental Health Authority. TCMHA staff seeks the Governing Board's approval for payment of TCMHA's annual dues to continue membership in CBHDA for fiscal year 2025-26 and an additional four fiscal years through 2030 provided the annual increase does not exceed more than a five percent annually.

Background:

As the state has continued its climb out of the effects of the pandemic, policymakers have continued to focus intensely on making significant changes in the behavioral health space, with an eye toward reforms that target the safety net, particularly on issues related to homelessness, and themes of accountability for the consumers and the delivery system. The State's transition to BHSA from MHSA via its behavioral health reform policies has added additional complexities which will require advocacy and support from CBHDA. CBHDA has remained an essential partner to TCMHA and the state in building out its policy agenda and guiding implementation of numerous, significant, concurrent system reforms.

Fiscal Impact:

TCMHA will pay \$53,927 to continue its membership and this expense will be covered by both MHSA and Realignment funds.

Recommendation:

Staff recommends that the Governing Board approve Tri-City Mental Health Authority's membership in the California Behavioral Health Directors Association (CBHDA) for Fiscal Year 2025-26 in the amount of \$53,927, and to provide authorization for an additional four

**Governing Board of Tri-City Mental Health Authority**  
***Consideration to Approve Tri-City Mental Health Authority's Membership In California***  
***Behavioral Health Directors Association (CBHDA)***  
**September 17, 2025**  
**Page 2 of 2**

fiscal years through 2030 provided the annual increase does not exceed more than a five percent annually.

Attachment:

*Attachment 14-A:* Invoice from CBHDA for TCMHA Membership

**County Behavioral Health**  
 Directors Association of California  
 1303 J Street, Suite 300  
 Sacramento, CA 95814

# Invoice

Phone Number 916-556-3477

Customer No.: TRI CITY  
 Invoice No.: 12347

Bill To: **Tri City Mental Health Authority**  
 Ontson Placide, Executive Director  
 2001 N. Garey Ave  
 Pomona, CA 91767

Date	Ship Via	F.O.B.		
07/10/25			Tax Payer I D Number 68-0232359	
Purchase Order Number	Order Date	Sales Person	Our Order Number	
	07/14/25	Accounting		
Quantity	Description	Unit Price	Amount	

1	Membership Dues Fiscal Year 2025/2026 July 1, 2025 - June 30, 2026	53927.00	53927.00	
	Invoice subtotal		53927.00	
	Invoice total		53927.00	

**ATTACHMENT 14-A**

Please Make Check Payable to: County Behavioral Health Directors Association of California



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

**BY:** Diana Acosta, CPA, Chief Financial Officer  
Brian Cesario, IT Systems Administrator

**SUBJECT:** Consideration to Authorize the Executive Director to Purchase 250 Microsoft Office 365 Business Premium Licenses at an Annual Cost of \$66,000.00

---

Summary:

Authorization is requested to upgrade all agency Microsoft licenses from Office 365 Business Standard to Office 365 Business Premium. This upgrade provides enterprise-level security, compliance, and device management capabilities essential to protecting agency data, supporting regulatory requirements, and enhancing staff productivity across our environment.

Background:

The agency currently uses Office 365 Business Standard, which provides core productivity tools such as Outlook, Word, Excel, and Teams. However, it lacks advanced features needed for enterprise-level device management, security, and compliance. Business Premium includes Microsoft Intune and other tools that allow us to fully manage our new laptop fleet, enforce consistent security standards, and align with our broader initiative to modernize technology infrastructure. The timing of this request coincides with our laptop refresh project, allowing us to immediately leverage these capabilities as staff transition to upgraded devices.

Microsoft sets standardized pricing for its licenses, and while authorized resellers may vary slightly in service offerings or incentives, the base license cost remains the same. For an organization of our size, competitive bidding would not yield cost savings.

Fiscal Impact:

The current cost for Business Standard licenses is \$17.94 per user per month. Business Premium licenses are \$22 per user per month (billed annually for the lowest rate). For 250 users, the total annual cost will be \$66,000, compared to \$53,820 under the current plan. This represents a net increase of \$12,180 annually, which can be absorbed within the existing budget without requiring additional allocation.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration to Authorize the Executive Director to Purchase 250 Microsoft Office 365 Business Premium Licenses at an Annual Cost of \$66,000.00***  
**September 17, 2025**  
**Page 2 of 2**

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to purchase 250 Microsoft Office 365 Business Premium Licenses at an annual cost of \$66,000.00. Due to Microsoft's standardized pricing model, competitive bidding would not result in lower costs. This upgrade will strengthen the agency's security posture, improve compliance readiness, and enhance staff experience in line with our strategic IT initiatives.

Attachments:

None.



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

**DATE:** September 17, 2025

**TO:** Tri-City Mental Health Authority Mental Health Commission

**FROM:** Ontson Placide, LMFT Executive Director

**BY:** Diana Acosta, Chief Financial Officer

**SUBJECT:** Consideration of Resolution No. 811 Approving a Five-Year Agreement with Relias, LLC for E-Learning Services Beginning on October 1, 2025, and Authorizing the Executive Director to Execute the Agreement

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Summary:

Since 2015, Tri-City Mental Health Authority has utilized Relias, LLC to provide online learning services for its staff and volunteers. This Agreement Renewal is submitted for approval for 60 months beginning October 1, 2025, through September 30, 2030.

Background:

Relias LLC is a recognized leader in online training services for the healthcare industry. Since Tri-City entered the agreement with Relias, LLC in October of 2015, over 6,300 courses have been completed using the online platform, increasing staff capacity to provide informed care to our clients and to meet state and licensing board requirements for trainings. Tri-City supervisors have also assigned trainings to their staff to ensure competent services are being provided or to remediate issues in performance. Since we cannot send all staff to conferences and trainings, supervisors introduce Relias to staff on their first day of hire at Tri-City and staff have access to these trainings 24 hours a day.

Fiscal Impact:

Tri-City will pay \$42,020.18 annually from the Workforce Education and Training budget, a component of MHSA/BHSA, to renew the agreement with Relias LLC for 60 months.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 811 approving the 5-Year E-Learning Services Agreement in the approximate annual amount of \$42,020.18, with Relias, LLC, beginning on October 1, 2025 through September 30, 2030, and authorizing the Executive Director to execute the Agreement and any amendments thereafter.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 811 Approving a Five-Year Agreement with Relias, LLC***  
***for E-Learning Services Beginning on October 1, 2025, and Authorizing the Executive***  
***Director to Execute the Agreement***  
**September 17, 2025**  
**Page 2 of 2**

Attachments:

*Attachment 16-A:* Resolution No. 811 - Draft

*Attachment 16-B:* Agreement with Relias, LLC, Effective October 1, 2025

**RESOLUTION NO. 811**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE AUTHORITY'S EXECUTIVE DIRECTOR TO ENTER INTO, AND EXECUTE, A MASTER SERVICES AGREEMENT WITH RELIAS, LLC FOR E-LEARNING SERVICES EFFECTIVE OCTOBER 1, 2025**

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

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

A. Tri-City Mental Health Authority ("TCMHA") desires to approve a Master Services Agreement (MSA) with Relias, LLC to provide eLearning services to the Authority's staff and volunteers for 60 months, in sum of \$42,020.18 annually, beginning on October 1, 2025, with an increase of no higher than 5% per year thereafter.

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

**2. Action**

The Governing Board authorizes the Authority's Executive Director to enter into, and execute, a five-year Master Services Agreement with Relias, LLC for eLearning Services, and pay the approximate annual amount of \$42,020.18, beginning on October 1, 2025 through September 30, 2030, and authorizing the Executive Director to execute the Agreement and any amendments thereafter.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

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STEVEN L. FLOWER, GENERAL COUNSEL

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MICAELA P. OLMOS, RECORDING SECRETARY

**ATTACHMENT 16-A**



# Proposal to Tri-City Mental Health Services

**Prepared by:**

Cory Harrison

Relias LLC

1010 Sync Street, Suite 100

Morrisville, NC 27560

**Submitted:**

6/26/2025



## Renewal Document

### Tri-City Mental Health Services

1717 N Indian Hill Blvd Ste B  
Claremont, CA 91711

The term of this agreement is: 60 Months

Method of Payment: Check

Billing Frequency: Annually

Renewal Subscription Start Date is: 10/1/2025

Subscription Services Name	Subscription Metric	Subscription Quantity
Management Platform	Per User	225

### BCH Solutions

Subscription Services Name	Subscription Metric	Subscription Quantity
Regulatory and Compliance for BCH	Per User	225
Behavioral Health Services	Per User	225
Children, Youth, and Families Services	Per User	225

**Annual Subscription Amount:**

**USD 42,020.18**

### PRICING EXPIRES IF NOT EXECUTED BY 9/30/2025

This Ordering Document, together with the Master Services Agreement and the Schedules linked below, form the entire Agreement between the parties.

Prices quoted do not include taxes. Please consult with the tax advisors within your state if you have questions about local tax requirements. Client is obligated to pay sales taxes on the Services, unless prohibited by Law. Relias must collect taxes and pay them on your behalf. Additionally, if the Method of Payment on the Ordering Document is Credit Card, you may be charged an additional 3% transaction fee.

Contract Document	Link to Contract Document
<b>MSA</b>	<a href="https://www.relias.com/legal/2023-relias-msa">https://www.relias.com/legal/2023-relias-msa</a>
<b>MSA Schedule A</b>	<a href="https://www.relias.com/legal/2020-relias-schedule-a">https://www.relias.com/legal/2020-relias-schedule-a</a>



**CLIENT SIGNATURE PAGE**

This Agreement (as hereinafter defined) is entered into between Relias LLC ("Company") and the client identified in the signature block below ("Client"), effective as of 10/1/2025 ("Effective Date"). This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the provision of certain services as more fully described herein and in each Ordering Document.

By signing below, the Client acknowledges that they have read and understood the Agreement and agree to be bound by all the terms and conditions contained therein.

**Tri-City Mental Health Services**

**Relias LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

**Address for Notices:**  
Tri-City Mental Health Services  
1717 N Indian Hill Blvd Ste B  
Claremont, CA91711

**Address for Notices:**  
Relias LLC  
1010 Sync Street, Suite 100  
Morrisville, NC 27560

**Liaison Contact :**

**Billing Contact :**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Job Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_



**Contract Amendment ("Amendment")**

Relias LLC ("Company") and Tri-City Mental Health Services ("Client") are parties to a Master Services Agreement with a Subscription Start Date of 10/1/2025 (the "Agreement").

Effective as of 10/1/2025 ("Amendment Effective Date"), the parties amend the Agreement as follows:

1 During the Subscription Services Term, Company shall not increase subscription fees more than 5.0 percent (5.0%) annually.

2 Section 10.13 is deleted in its entirety and replaced with the below:

**"Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to this Agreement shall be litigated in the state or federal courts located in Los Angeles County, California, to whose exclusive jurisdiction the parties hereby consent."

3 Company recognizes and agrees that Client is a California joint powers authority and public agency. In the event that Client's Governing Board does not appropriate sufficient funds for payment of Company's services beyond Client's current fiscal year, this Agreement shall cover payment for Company's services only to the conclusion of the last fiscal year in which Client appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

Any inconsistencies between this Amendment and the Agreement shall be governed by this Amendment. Any terms used but not defined in this Amendment will have the meanings ascribed in the Agreement.

**SIGNED AND AGREED:**

**Tri-City Mental Health Services**

**Relias LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

### 1. DEFINITIONS

**1.1 Affiliate** means any company that (i) controls, (ii) is controlled by, or (iii) is under common control with either party or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

**1.2 Agreement or MSA** means this Master Services Agreement, Ordering Document(s), Schedules, and such other documents, attachments, and exhibits to which the parties' authorized representatives mutually agree in writing.

**1.3 Client** means the entity set forth on the Ordering Document(s) and receiving Subscription Services under the Agreement.

**1.4 Client Data** means all required electronic data or information submitted by Client to Company for the provision of Subscription Services and/or Professional Services.

**1.5 Company** means the entity set forth on the Ordering Document(s) and providing Subscription Services under the Agreement.

**1.6 Content** means materials provided or posted by Company in connection with Subscription Services, including but not limited to training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos, including modifications, enhancements, or new versions thereof.

**1.7 Intellectual Property** means any and all intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired, or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in.

**1.8 Ordering Document** means the document(s) executed by the parties, that incorporates by reference the terms of this Agreement and describes order-specific information such as Subscription Services, Professional Services, Subscription Metrics, fees, and other business terms. Statement of Work (SOW) shall be synonymous with Ordering Document.

**1.9 Professional Services** means consulting, implementation, training, creation of custom Content, or other professional services to be performed by the Company. Professional Services will be described in an Ordering Document executed by the parties.

**1.10 Schedule** means a product-specific set of terms and conditions that serves as an addendum to this Agreement and will either come attached or be referenced within the Ordering Document(s).

**1.11 Site** means the web interface at a URL designated by Company.

**1.12 Subscription Metrics** means the per-unit metric(s) specified in the Ordering Document(s) or amendments in the aggregate, as applicable, that describes the Client's access to or utilization of Subscription or Professional Services. Subscription Metrics may take the form of per-User license, per-facility license, or any other measurement agreed upon by the parties.

**1.13 Subscription Quantity** means the number of Subscription Metrics.

**1.14 Subscription Services** means services described in the relevant Ordering Document and/or Schedule.

**1.15 Subscription Start Date** means the date specified on the Ordering Document(s).

**1.16 User(s)** means those persons who (i) have been authorized by Client to access and use Subscription Services and Professional Services; (ii) have complied with any registration requirements reasonably requested by Company; (iii) have been issued a personal and unique User ID and password; and (iv) have acknowledged the terms and conditions applicable to Subscription Services. Only current employees and independent contractors of Client are eligible to be Users.

### 2. USE RIGHTS

**2.1 Grant of Use.** Subject to the terms of the Agreement, Company grants to Client the right to access and use Subscription Services, solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.

**2.2 Authorized Users.** Client shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Activating and deactivating Users as a method of keeping the number of Users within range of the Subscription Metrics shall be a material breach of the Agreement.

**2.3 Acceptable Use.** Client and all Users shall use Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees and shall ensure that Users do not post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (ii) contains computer viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents, or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees and shall ensure that Users do not interfere or disrupt networks connected to Subscription Services, do not interfere with another entity's use of similar services, and comply with all regulations, policies, and procedures of networks connected to Subscription Services. Company may remove any violating content posted on Subscription Services or transmitted through Subscription Services without notice. Company may suspend or terminate any User's access to Subscription Services if Company determines that such User has violated the terms and conditions of this Agreement. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. As between the parties, Client is entirely responsible for all activities that occur under its account. Client shall immediately notify Company of any unauthorized use or any other breach of security known to Client. Company shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.

**2.4 Restrictions.** Client shall not itself, or through any Affiliate, employee, contractor, agent, or other third party (i) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, Subscription Services, Content, or the Site, or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of Subscription Services or Content, in whole or in part; (iii) allow access to, provide, divulge, or make available the Site, Subscription Services, or Content to anyone other than an authorized User; (iv) create derivative works based upon Subscription Services or Content, or modify, adapt, translate, or otherwise make any changes to Subscription Services, Content, or any part thereof; (v) use Subscription Services to provide processing services to third parties, or otherwise use the same on a service bureau basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on Subscription Services; or (vii) remove from any Subscription Services or other materials owned by Company identification, patent, copyright, trademark, or other notices. Proprietary notices, including without limitation patents, copyrights, and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

**2.5 Enforcement.** Client shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof, and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Client shall be solely responsible for all acts and omissions of its Users in connection with their access and use of Subscription Services.

**2.6 Environment.** Subscription Services will be hosted on a server that is maintained by Company or its designated third-party subcontractor. User access to Subscription Services is provided through the Site. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment and services needed to access the Site.

**2.7 Availability.** Company shall use commercially-reasonable efforts to make Subscription Services continually available except for scheduled downtime events where notice is provided to Client, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Client acknowledges that Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**2.8 Content.** Access to Content, if applicable, shall be provided by Company through Subscription Services. Client is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing-needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

**2.9 Site Administrator.** Client shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the contact shall be able to train and support Users on the use of Subscription Services (**Site Administrator**). The Site Administrator shall be the primary point of contact with Company on all issues related to Subscription Services.

**2.10 Client Data Responsibilities.** Client shall be solely responsible for the accuracy, quality, integrity, and legality of data uploaded in connection with Subscription Services by Client. Client shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in Subscription Services. Client authorizes Company and its third-party subcontractors to serve as the hosts and repository for the data Client enters into Subscription Services.

**2.11 Changes.** Company reserves the right to add or substitute functionally-equivalent products in the event of product unavailability, product end of life, or changes to software requirements. Company regularly updates Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically while others may require Client cooperation. Where required, Client shall reasonably cooperate in implementing such changes.

### **3. PROFESSIONAL SERVICES**

**3.1 Cooperation.** Client shall provide Company with good-faith cooperation and access to such information, facilities, personnel, and equipment that Company may reasonably require in order to provide Professional Services. Client acknowledges that Company's performance is dependent upon the timely and effective completion of Client's responsibilities and Client's timely decisions and approvals in connection with Professional Services. Company may reasonably rely on all such decisions and approvals.

### **4. FINANCIAL TERMS**

**4.1 Fees, Payment Terms, and Taxes.** Fees, billing frequency, and method of payment are specified in the Ordering Document. Fees shall be based upon the Subscription Metrics, Subscription Quantity, and Professional Services. Payments shall be in US dollars. After the first twelve (12) months of the initial term, but not more than once in any twelve-(12) month period, Company may modify the fees for Subscription Services upon sixty (60) days' prior written notice. Any change in pricing for the first twelve (12) months of any renewal term shall be provided by Company to Client in writing at least sixty (60) days prior to the end of the current term. Payment of all fees is due thirty (30) days after the invoice date. Company may invoice up to thirty (30) days in advance. Interest accrues on past-due balances at 1% per month. Failure to make timely payments shall be a material breach of the Agreement, and Company will be entitled to (i) suspend Subscription or Professional Services upon thirty (30) days' prior written notice to Client, (ii) modify the payment terms, and/or (iii) request full payment before additional performance is rendered by Company. Prices quoted within Ordering Documents and quotes do not include taxes. Client shall consult with its tax advisors concerning applicable tax requirements. If required by law, Company shall invoice Client for applicable taxes and pay them on Client's behalf.

**4.2 Subscription Metrics.** Client may only reduce its Subscription Quantity by giving written notice to Company at least sixty (60) days prior to the end of the current term. The reduction will be effective as of the start of the subsequent term. If actual use exceeds the licensed quantity, additional Subscription Quantity must be purchased at then-current fees. Additional Subscription Quantity shall be prorated for the remainder of the then-current Subscription Services Term. There shall be no fee adjustments or refunds for any decrease in usage during Subscription Services Term.

**4.3 No Contingencies.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

### **5. CONFIDENTIALITY**

**5.1 Confidential Information.** Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. **Confidential Information** means any and all information disclosed by either party to the other which is marked confidential or proprietary or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property, and results of testing and benchmarking of Subscription Services. Client Data is excluded from the definition of Confidential Information. Each party will protect the other party's Confidential Information from unauthorized dissemination with the same degree of care used to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for any purpose, Client Data or data arising out of a combination of Client Data and Subscription or Professional Services, so long as the relevant data has been anonymized and de-identified; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third-party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

**5.2 Compelled Disclosure.** A party may disclose Confidential Information if it is compelled to do so by law. In any such case, the disclosing party must, to the extent legally permitted, provide prior notice and reasonable assistance to the other party (whose Confidential Information would be disclosed), at the other party's cost, if the other party desires to contest disclosure.

### **6. OWNERSHIP**

**6.1** All rights not expressly granted in this Agreement are reserved by Company and its licensors.

**6.2 Subscription Services.** Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in Subscription Services, Content, and the Site, including without limitation (i) Intellectual Property embedded or associated therein, and (ii) all derivative works and copies thereof.

**6.3 Professional Services.** Company shall retain all rights, title, and interest in Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

**6.4 Client Mark Permission and Publicity.** During the term of the Agreement, Client hereby grants to Company a non-exclusive, revocable, worldwide, royalty-free, fully paid-up license to use Client's name, any logo, symbols, service marks, or trademarks of Client in accordance with Client's branding guidelines (collectively referred to as "**Client Marks**") in connection with marketing provided by Company in all promotional materials and on Company's website and social media sites. Client grants no other right or license to any other intellectual property owned by Client by implication, estoppel or otherwise, unless otherwise provided for in the Agreement. Client represents and warrants that it owns all rights, title and interest in, to and under the Client Marks, and that such Client Marks do not infringe or violate any third-party rights. Client agrees to notify Company promptly of any and all infringements and/or potential infringements of the Client Marks that come to its attention and to provide reasonable time to remedy as well as proactive assistance in preventing and stopping such infringements. Client shall provide Company access to Client and Client Users for marketing activities as reasonably requested by Company which include but is not limited to: (i) press releases; (ii) Client Users testimonials, quotes and Client and Client Users success stories; (iii) Client and Client User related information posted on Company's corporate websites and social media sites; (iii) research, reports, marketing collateral, signage and similar public notices; (iv) use of Client Marks in accordance with the usage guidelines stated in this Section 6.4; and (v) participation in networking events. All of the foregoing shall be prepared by or for Company individually or jointly with third parties on Company's behalf. Such Client Users participating in any marketing activities shall sign appropriate releases for any such participation, such releases will be written by Company.

## **7. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY**

**7.1 General.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

**7.2 Professional Services.** Company warrants that the Professional Services will be performed in a workmanlike manner. As Client's exclusive remedy for any claim under this warranty, Client shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Client's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

**7.3** EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. COMPANY, ITS LICENSORS, THIRD-PARTY SUBCONTRACTORS, AND SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, SUBSCRIPTION SERVICES, DELIVERABLES, OR PROFESSIONAL SERVICES ARE ERROR FREE, ACCURATE, RELIABLE, WILL OPERATE WITHOUT INTERRUPTION, OR THAT ALL ERRORS WILL BE CORRECTED, OR THAT SUBSCRIPTION SERVICES WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (ii) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; AND (iii) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE, STATEMENT, OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS, OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. COMPANY DISCLAIMS ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON ITS SITE, CONTENT, ASSESSMENTS, PRODUCTS, OR SUBSCRIPTION OR PROFESSIONAL SERVICES.

**7.4** AS BETWEEN COMPANY AND CLIENT, CLIENT ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ITS USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CLIENT'S OR ANY OF ITS USERS' USE OF THE SUBSCRIPTION OR PROFESSIONAL SERVICES ALONE OR IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE, OR WEB SITES, INCLUDING THOSE THAT ARE ACCESSED VIA LINKS FROM WITHIN SUBSCRIPTION SERVICES.

COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS, OR ITS SUPPLIERS BE LIABLE TO CLIENT OR THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS ACCRUED.

THIS SECTION 7 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

## **8. INDEMNIFICATION**

**8.1 Indemnification.** Each Party shall indemnify and hold harmless the other and its principals, officers, directors, agents, and employees (**Indemnified Party[ies]**), and at the indemnifying party's option, either defend Indemnified Parties or pay their attorney's fees and court costs, from any loss, cost, damage, or expense incurred by the Indemnified Party that is finally awarded by a court of law to any third party as a result of a claim (i) arising from or in connection with a breach of sections 2.3 or 5 (and its subparts) above; or (ii) alleging infringement or misappropriation of a third party's U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret.

Company shall have no indemnity obligation to Client where the alleged infringement or misappropriation arises from (i) a modification of Subscription Services as delivered to Client; (ii) the combination of Subscription Services with any other process, hardware, software, data, or functionality; (iii) any Client-originating data or content communicated using such Subscription Services; or (iv) any use of Subscription Services by Client in a manner inconsistent with the documentation or instructions provided by Company or otherwise in breach of this Agreement.

Client shall indemnify Company, its principals, officers, directors, agents, and employees (**Company Indemnified Party[ies]**), and at Client's option, either defend Company Indemnified Parties or pay their attorney's fees and court costs, from any loss, cost, damage, or expense incurred by the Company Indemnified Party that is finally awarded by a court of law to any third party as a result of a claim arising out of or in connection with any use or reliance by Client or any User of any Subscription Services, Professional Services, Content, or the Site.

**8.2 Indemnification Procedure.** The indemnifications made hereunder are provided upon the following conditions: (i) the indemnifying party controls any settlement or any suit or claim indemnified hereunder; (ii) the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed, must be obtained prior to any settlement by the indemnifying party that affects the Indemnified Party's rights and obligations; (iii) the indemnifying party is promptly informed of any third-party claim indemnified hereunder; and (iv) in the case of Client, Client ceases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement.

## **9. TERM AND TERMINATION**

**9.1 Agreement Effective Date.** This Agreement shall become effective the earlier of (i) the date of placement of the last-required signature, (ii) the date of first provision of Professional or Subscription Services, or (iii) the Subscription Start Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated as provided hereunder.

**9.2 Subscription Services Term.** The initial term of Subscription Services commences on the Subscription Start Date specified in the Ordering Documents and continues for the length of time set forth therein. Subscription Services shall automatically renew at the end of a term (whether the initial term or a renewal term) unless either party gives written notice of termination at least sixty (60) days prior to the end of the term. The length of the renewal term shall be the same as that of the ending term. The initial term and renewal term(s) are collectively referred to as the **Subscription Services Term**.

**9.3 Termination.** Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; (ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or (iii) in the event of insolvency, an assignment for the benefit of creditors, the admittance by either party of any involuntary debts as they mature, or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

**9.4 Partial Termination.** Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

**9.5 Effect of Termination.** Following termination of this Agreement, upon written request by Company, Client shall certify that Client has returned or destroyed all copies of Subscription Services, Confidential Information, Intellectual Property of Company, and all materials or documents relating to Subscription Services in any format and residing on any media. Client acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Client Data more than three (3) months following the expiration or termination of Subscription Services; however, in cases where Client is current on all fees under the Agreement, Company shall provide Client Data to Client, upon reasonable request and during Company's normal business hours, for no additional fee during these three (3) months, after which additional fees may be incurred.

Termination for any reason shall not excuse Client's obligation to pay in full all amounts due or that become due through such termination or that arise under section 10.19. Nor shall termination result in a refund of fees paid, except where such termination is due to Company's breach or as expressly provided otherwise in this Agreement.

Upon termination of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables, shall be delivered to Client upon payment of all relevant fees. Upon its receipt of a notice of termination, Company shall cease, and shall cause any agent or subcontractor to cease, all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Client. Except as may be expressly set forth in the applicable Ordering Documents, Client shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

## **10. GENERAL PROVISIONS**

**10.1 Suspension.** Company will be entitled to suspend any or all Subscription and Professional Services (i) immediately in the event Client is in breach of sections 2.1, 2.2, 2.3, or 2.4, above, or (ii) upon thirty (30) days' written notice to Client in the event Client is otherwise in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

**10.2 Force Majeure.** Delay or failure to perform any part of this Agreement (except for payment obligations), to the extent caused by events, occurrences, or causes beyond the control of the party seeking protection under this subsection, shall not constitute a breach of this Agreement, nor shall such delay or failure form the basis of any claim of loss, damage, or liability to the other party. Such events may include, but are not limited to, acts of God, epidemic, pandemic, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any such delay.

**10.3 Subcontractors.** Company may subcontract or delegate Subscription and/or Professional Services to any third party without Client's prior written consent. Company shall remain responsible to Client for any services which it subcontracts or delegates.

**10.4 Assignment.** Company may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not assign or transfer this Agreement without Company's prior written consent.

**10.5 Non-solicitation.** During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**10.6 Compliance.** Company reserves the right to utilize Client Data to verify compliance with the terms of this Agreement. Company may monitor the usage, performance, and operation of Subscription Services using electronic, remote, or other means, without notice to Client.

**10.7 Notices.** Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement signature page or to such other address of the parties designated in writing in accordance with this subsection.

**10.8 Relationship.** This Agreement shall not create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.9 Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.10 No Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

**10.11 Entire Agreement.** This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter. No modification of this Agreement will be binding unless in writing, signed by an authorized representative of each party. All pre-printed or standard terms of any of Client's purchase order or other business processing document shall have no effect.

**10.12 No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties, their successors, and permitted assigns and does not confer any rights or benefits on any third party.

**10.13 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to this Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

**10.14 Headings and Drafting.** The headings in this Agreement shall not be used to construe or interpret this Agreement. This Agreement shall not be construed in favor of or against a party based on the author of the document.

**10.15 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of this Agreement, and the parties agree that facsimile, scanned copies of signatures, and electronic signatures shall be as effective and binding as original signatures.

**10.16 Notice of U.S. Government Restricted Rights.** If the Client hereunder is the U.S. Government, or if Subscription Services are acquired hereunder on behalf of the U.S. Government with U.S. Government funding, notice is hereby given that Subscription Services are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use,

duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987).”

**10.17 OFAC Compliance.** Client warrants that it is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with, and cause its Users to comply with, the regulations of the OFAC of the Department of the Treasury and any statute, executive order, or other governmental action relating thereto.

**10.18 Conflict of Documents.** If there is a conflict between the provisions of this Agreement and any other documents concerning Subscription Services performed under this Agreement, the order of precedence for purposes of resolution shall be: (i) this Agreement, (ii) any applicable Schedule identified in the Ordering Document(s), (iii) the Ordering Document(s), and (iv) any other document executed by the parties.

**10.19 Survival.** The following provisions will survive any termination or expiration of this Agreement or Ordering Documents: sections 4, 5, 6, 7, 8, 9.5, 10, all corresponding sections in the attached Schedule(s), and all those provisions that, whether expressly or implied by their nature, are intended to survive the rescission, termination, or expiration of this Agreement.

**[END DOCUMENT]**

### 1. DEFINITIONS

**1.1 Administrative Site** means the main Site that is designated for administrative functions related to a group of Sub-Portals in an Enterprise System. The Administrative Site will have administrative capabilities over every Sub-Portal in the Enterprise System, including the ability to run reports, assign Content, and designate other Site Administrators.

**1.2 Enterprise System** means an Administrative Site linked to Sub-Portals.

**1.3 Client Organization** means an organization that has a corporate or contractual relationship with or is a member of Client. Client may specify Client Organizations that will receive Subscription Services through a Sub-Portal to this Agreement in an attached Exhibit. The addition of Sub-Portals shall require the execution of an amendment to this Agreement.

**1.4 Documentation** means the LMS User instructions, release notes, and online help files in the form generally made available by Company to its Clients, as updated from time to time by Company.

**1.5 LMS** means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements, and new versions thereof.

**1.6 Subscription Services** means access to the LMS and Content through the Site for Client's internal training purposes.

**1.7 Sub-Portal** means an individual Site that is included in an Enterprise System that has a direct relationship with other Sub-Portals and the Administrative Site.

**1.8 Sub-Portal Administrator** means a User who has been authorized by Client or Client's Site Administrator to have access to all administrative functionality within the individual Sub-Portal.

### 2. CONFIDENTIALITY

**2.1 No Protected Health Information.** Client will not provide Company with access to any Protected Health Information (as defined in 45 CFR § 160.103, **PHI**). Company reserves the right not to accept access to Client Data that contains PHI. Client represents and warrants that: (i) Client has the right and authority necessary to provide the Client Data to Company as provided hereunder, (ii) Client will disclose to Company only such Client Data as Client is authorized to disclose to Company, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (**HIPAA**). The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess PHI, and that Company shall not be required to execute a Business Associate Agreement or similar agreement. Client warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such PHI.

### 3. OWNERSHIP

**3.1 Modified Content; Client Content.** Certain Users designated by Client may have authority to modify portions of the Content to meet certain of Client's needs or requirements (**Modified Content**) or to create unique content to meet certain of Client's needs or requirements (**Client Content**). In the case of Modified Content, Client shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Client Content, as between Company and Client, Client shall own the Client Content created or uploaded by authorized Users. Client shall be solely responsible for the accuracy, quality, integrity, and legality of data, Client Data, Modified Content, and Client Content uploaded in the LMS by Client.

**3.2 De-Identified Data.** Client acknowledges and agrees that Company has the unrestricted right to use Client's de-identified data for any purpose, in accordance with applicable law, including but not limited to quality assessment and improvements to the Subscription Services.

### 4. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

**4.1 LMS Limited Warranty.** Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Client to, and replicable by, Company (**Errors**), Company shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Company in writing of its claim. Provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Client may terminate the affected Subscription Services, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Client's exclusive remedy for cure of the warranty set forth herein in this Section 4.1 of Schedule A. If Client elects not to terminate the Subscription Services, Client waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Client's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Client deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

**4.2 Links.** The Subscription Services may include links to third-party Internet sites or other resources provided by third parties. Because Company has no control over such sites and resources, Client acknowledges and agrees that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Client further acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of or reliance on any such content, goods, or services available on or through any such third-party site or resource.

### 5. INDEMNIFICATION

**5.1 Indemnification for Modified/Client Content.** Client shall indemnify and hold Company, its Affiliates, suppliers, data center, employees, and officers (**Content Indemnified Party[ies]**) harmless from and against all liability, claims, damages, fines, losses, and expenses (including reasonable attorney's fees, court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Content Indemnified Party arising out of, or in connection with, any use or reliance by Client or any User of any Modified Content or Client Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or a Content Indemnified Party arising out of, or relating to, the use of or reliance by Client or any User on any Modified Content or Client Content.



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, LMFT, Executive Director

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

**SUBJECT:** Consideration of Resolution No. 812 Approving a One-Year Agreement in an Amount not to exceed \$50,000.00 with Capstone Solutions Consulting Group, LLC for Strategic Planning Support for Sustainable Behavioral Health Services, and Authorizing the Executive Director to Execute the Agreement

---

Summary:

Staff respectfully requests the Governing Board's authorization for the Executive Director of Tri-City Mental Health Authority (TCMHA) to execute an agreement with Capstone Solutions Consulting Group, LLC. The agreement is for the provision of consulting services in connection with strategic planning support for sustainable behavioral health services.

Background:

TCMHA has maintained a successful partnership with Capstone Solutions Consulting Group. This agreement continues that collaboration, with a focused effort on advancing Drug Medi-Cal (DMC) implementation and consultation for larger organizational initiatives. Unlike previous efforts that concentrated on completing the DMC application, this phase will focus on the detailed planning and operational aspects in support of the following areas:

- Drug Medi-Cal (DMC) Implementation
- Strategic Planning Support
- Research and Analysis of relevant state and federal initiatives, funding opportunities, and policy updates
- Engagement with Los Angeles County Department of Mental Health (LA DMH)
  - Participation in meetings with TCMHA and LA County DMH representatives to review, discuss, and provide guidance on current and future program priorities, opportunities, and requirements

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

***Consideration of Resolution No. 812 Approving a One-Year Agreement with Capstone Solutions Consulting Group, LLC in an Amount not to exceed \$50,000.00 for Strategic Planning Support for Sustainable Behavioral Health Services, and Authorizing the Executive Director to Execute the Agreement***

**September 17, 2025**

**Page 2 of 2**

- General Advisory Services
  - Consultation and guidance on related matters as reasonably requested by TCMHA to support effective strategic planning and program development
- Mental Health Program Development and Implementation Strategies
  - Recommendations on program design, sustainability planning, and implementation strategies that align with DMH contracts, state and federal initiatives, and TCMHA's mission, goals, and strategic plan

The term of this agreement will be from October 1, 2025, through June 30, 2026, with total compensation not to exceed \$50,000.00.

TCMHA is actively working toward obtaining DMC certification, which will enable the agency to deliver comprehensive, integrated mental health and substance use treatment services for clients. This certification will significantly enhance TCMHA's ability to meet a critical community need.

In addition, TCMHA is seeking to strengthen its funding and program development strategies through expanded collaboration with the Los Angeles County Department of Mental Health (LACDMH) and other federal and state funding sources. The consulting services provided under this agreement will support these efforts by offering guidance throughout the planning process, including identifying funding opportunities, engaging with funders, and supporting strategic planning initiatives.

Fiscal Impact:

An amount not to exceed \$50,000.00 from realignment funds.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 812 authorizing the Executive Director to execute a one year Agreement with Capstone Solutions Consulting Group, LLC, in an amount not to exceed \$50,000 for Strategic Planning Support for sustainable behavioral health services, beginning on October 1, 2025 through June 30, 2026.

Attachments:

*Attachment 17-A:* Resolution No. 812 - Draft

*Attachment 17-B:* Agreement with Capstone Solutions Consulting Group, LLC

**RESOLUTION NO. 812**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH CAPSTONE SOLUTIONS CONSULTING GROUP, LLC IN AN AMOUNT NOT TO EXCEED \$50,000.00, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) desires to enter into a one-year agreement with Capstone Solutions Consulting Group LLC (Capstone) in an amount not to exceed \$50,000.00, for strategic planning support for sustainable behavioral health services, beginning October 1, 2025.

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

**2. Action**

The Authority’s Executive Director is authorized to enter into and execute an Agreement with Capstone Consulting Group LLC, in an amount not to exceed \$50,000.00, in substantially the same form as presented at its meeting on September 17, 2025, from October 1, 2025 through June 30, 2026.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

---

STEVEN L. FLOWER, GENERAL COUNSEL

---

MICAELA P. OLMOS, RECORDING SECRETARY

**ATTACHMENT 17-A**



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by the residents  
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**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**CAPSTONE SOLUTIONS CONSULTING GROUP, LLC**

**DATED**

**OCTOBER 1, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 17-B**

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## AGREEMENT

### 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of October 1, 2025 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA” or “Authority”) and CAPSTONE SOLUTIONS CONSULTING GROUP, LLC, incorporated under the laws of the State of California with its business address at 19501 Ranch Lane, Suite 105, Huntington Beach, CA 92648 (hereinafter “CONTRACTOR”). TCMHA and CONTRACTOR are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 2. INDEPENDENT CONTRACTOR

The express intention of the Parties is that CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between CONTRACTOR and TCMHA 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 TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s employees, except as set forth in this Agreement. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

### 3. SCOPE OF SERVICES

CONTRACTOR shall provide consultant professional services (“Services”) including but not limited to: Strategic Planning Support for sustainable behavioral health services; Research and Analysis of relevant state and federal initiatives, funding opportunities, and policy directives; Engagement with the Los Angeles County Department of Mental Health; Mental Health Program Development and Implementation Strategies; Drug Medi-Cal (DMC) Certification and Implementation; and general consultation and guidance services on related matters to ensure effective strategic planning and program advancement as set forth in ‘Exhibit A’, attached hereto and incorporated herein by this reference. CONTRACTOR affirms that it has the appropriate experience, expertise, and resources to undertake the Services and has agreed to undertake the Services pursuant to this Agreement, and to the best of its ability.

### 4. PERFORMANCE OF SERVICES

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

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

## 5. SUBCONTRACTORS

Neither Party hereto may assign this Agreement, nor will CONTRACTOR subcontract any service requested hereunder, unless consented to in writing by the Executive Director of TCMHA. After approval from TCMHA, 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 the services required by this Agreement at any place or location and at any time as CONTRACTOR deems necessary and appropriate, so long as the services are provided within the manner and time frame pursuant to this Agreement.

## 7. TERM

The Term of this Agreement shall be from October 1, 2025 to June 30, 2026, unless earlier terminated in accordance with the provisions of Section 8 below; or renewed subject to an amendment to this Agreement.

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

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

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

## 9. COMPENSATION. For the full performance of this Agreement:

**9.1** TCMHA shall pay CONTRACTOR an hourly rate of Three Hundred (\$300.00) dollars, which includes all consultation overhead except for travel related expenses. CONTRACTOR will be reimbursed for travel time at an hourly rate of One Hundred Fifty (\$150.00) dollars, and for travel related expenses for onsite consultation such as transportation, lodging and meals. CONTRACTOR shall submit receipts for each of these expenses on the monthly invoice. The total compensation for this project will not exceed \$50,000.

**9.2** CONTRACTOR acknowledges and agrees that it will not be compensated for any work in excess of this amount unless an amendment to the Agreement authorizing payment for such work has been first approved by the Authority's Governing Board.

**9.3** CONTRACTOR shall submit a monthly invoice describing the services provided during the previous month, with a brief description of tasks performed for each day they were provided. TCMHA shall pay CONTRACTOR within thirty (30) days following receipt of invoice 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/industry standards for the area in which CONTRACTOR operates.

**9.4** TCMHA is not responsible for paying for any work performed by CONTRACTOR or any subcontractor, which was not authorized in writing by TCMHA.

**9.5** CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate CONTRACTOR for incomplete goods/services.

**9.6** CONTRACTOR acknowledges and agrees that as an independent contractor, the CONTRACTOR will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the 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. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to CONTRACTOR.

## **10. LICENSES**

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

## **11. PROPRIETARY INFORMATION**

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

## **12. AUDITS**

CONTRACTOR shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the CONTRACTOR's expense, for a minimum of seven (7) years after the Agreement expires, unless the firm is notified in writing by TCMHA of the need to extend the retention period.

### 13. CONFLICT OF INTEREST

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

### 14. GENERAL TERMS AND CONDITIONS.

#### 14.1 Indemnity.

**14.1.1** CONTRACTOR shall, at its sole cost and expense, indemnify, defend and hold harmless TCMHA, its elective and appointive officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitees" in this Subsection (a) of Section 14), from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage of any nature (collectively "Claims"), in law or in equity, whether actual, alleged or threatened, caused by or arising out of, in whole or in part, the acts or omissions of CONTRACTOR, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees, directors, agents or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof), (collectively "CONTRACTOR Indemnitors" in this Subsection (a) of Section 15), including the CONTRACTOR Indemnitors' active or passive negligence, recklessness or willful misconduct in the performance of this Agreement, except as for Claims arising from the sole negligence or willful misconduct of TCMHA Indemnitees. All duties of CONTRACTOR under this Section shall survive this Agreement.

**14.1.2** With regard to CONTRACTOR's work product and Services, CONTRACTOR and TCMHA each agree to indemnify, defend and hold harmless the other from any and all demands, claims or liability of any nature to the extent caused by its own negligent performance under this Agreement, to the fullest extent permitted by law against all damages, liabilities, and costs, including reasonable attorneys' fees and other legal expenses arising directly or indirectly from any act or failure of the indemnifying party in performance of this Agreement. All duties of the parties under this paragraph shall survive this Agreement.

**14.2 Insurance.** Insurance Requirements not Limiting. TCMHA does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by TCMHA, or the deposit with TCMHA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against TCMHA. CONTRACTOR shall obtain and file with TCMHA, at CONTRACTOR's expense, certificates of insurance providing the following insurance before commencing any services under this Agreement as follows:

**14.2.1 Workers Compensation Insurance:** Minimum statutory limits.

**14.2.2 Automobile Insurance:** \$1,000,000.00 per occurrence.

**14.2.3 Errors And Omissions Insurance:** \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

**14.2.4 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.

**14.2.5 Cyberliability Insurance.** Within ninety (90) days of the Agreement Date, CONTRACTOR shall have obtained and thereafter maintain cyberliability insurance in the amount of not less than \$3,000,000.00 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of TCMHA Data; (ii) data breach including theft, destruction, and/or unauthorized use of TCMHA Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of TCMHA Data.

**14.2.6 Notice Of Cancellation:** Except with regard to Errors and Omissions insurance and Cyberliability insurance, TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the Agency, its agents or representatives."

**14.2.7 Notice Of Cancellation:** TCMHA requires, and CONTRACTOR shall provide TCMHA with, 10-day written notice of cancellation.

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

**14.2.9** 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

**14.3 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.

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

**14.5 Changes to the Agreement.** 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.

**14.6 Records.** All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. CONTRACTOR will be responsible for and maintain such records during the term of this Agreement. CONTRACTOR hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and CONTRACTOR agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both Parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 9 shall be deemed sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

**14.7 Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to CONTRACTOR (Business Associate) in accordance with all applicable legal requirements to allow CONTRACTOR to perform consulting services on TCMHA's behalf. CONTRACTOR is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, CONTRACTOR will sign a *Business Associate Agreement*, attached and incorporated hereto as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

**14.8 CONTRACTOR Attestation.** Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that CONTRACTOR 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 Neither It Nor Any Of Its Staff Members Are*

*Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program, attached and incorporated hereto as 'Exhibit C'.*

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

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

## **15. REPRESENTATIVE AND NOTICE**

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

**15.2 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.

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

**If to TCMHA:**

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

**If to CONTRACTOR:**

Capstone Solutions Consulting Group, LLC  
19501 Ranch Lane, Suite 105  
Huntington Beach, CA 92648  
Attn: James Wind, Chief Executive Officer

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. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT**

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

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

**17.1** Exhibit A: Scope of Services

**17.2** Exhibit B: Business Associate Agreement

**17.3** Exhibit C: CONTRACTOR's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## **18. EFFECTIVE DATE**

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

## **19. ENTIRE AGREEMENT**

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

## **20. SEVERABILITY**

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

## **21. WAIVER**

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

**22. EXECUTION**

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

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**CAPSTONE SOLUTIONS CONSULTING  
GROUP, LLC**

By: \_\_\_\_\_  
Ontson Placide, Executive Director

By: \_\_\_\_\_  
James Wind, Chief Executive Officer

**Attest:**

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

**Approved as to Form:**  
RICHARDS WATSON & GERSHON LAW

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Background and Consultation Need**

Tri-City Mental Health Authority (TCMHA) was established in 1960 through a Joint Powers Authority (JPA) Agreement between the cities of Claremont, La Verne, and Pomona to deliver mental health services to the residents of the three cities. Through this collaborative effort, TCMHA has been the designated mental health authority for local residents, serving children, youth, adults, and older adults alike. They have also recently applied for status as a Community Behavioral Health Center.

As both a mental health authority and a provider of services, TCMHA is responsible for understanding and providing services that address the needs of consumers and their families who reside in the three cities. In fulfilling this mission, TCMHA continues to expand the array of services offered to ensure access to comprehensive, community-based, and integrated behavioral health treatment and supports. This includes the development of innovative programs, partnerships, and evidence-based practices that respond to the evolving needs of the community while strengthening care coordination across systems. As one example, in response to the high incidence of co-occurring substance use problems among TCMHA's mental health clients, TCMHA is working with Capstone Solutions Consulting Group (Capstone) to develop a program to concurrently treat both disorders. This will further align TCMHA with the increased emphasis on integrated mental health and substance use care in the Behavioral Health Services Act.

TCMHA is equally committed to advancing strategies that promote the long-term sustainability of its programs and operations, ensuring that services remain accessible, effective, and culturally responsive for generations to come. By investing in a broad spectrum of prevention, early intervention, treatment, and recovery-oriented supports, TCMHA strives to deliver a holistic continuum of care that addresses not only behavioral health challenges but also the social determinants of wellness for the residents of Claremont, La Verne, and Pomona.

#### **Consulting scope and tasks**

Consultant shall provide professional services in support of Tri-City Mental Health Authority's strategic planning and program development efforts. Services shall include, but are not limited to, the following:

##### **1. Strategic Planning Support**

- a. Assist TCMHA Mental Health Authority in the development, refinement, and implementation of strategic plans for sustainable behavioral health services, with an emphasis on initiatives contracted through the Los Angeles County Department of Mental Health (DMH) and anticipated to be contracted through the Los Angeles County Department of Substance Abuse Prevention and Control (SAPC).

##### **2. Research and Analysis**

- a. Conduct reviews and provide analyses of relevant state and federal initiatives, funding opportunities, and policy directives that may impact or support the development of TCMHA's mental health and substance use treatment programs.

- b. Identify best practices, evidence-based models, and innovative approaches applicable to TCMHA's mental health and substance use service delivery system.

### **3. LA DMH Engagement**

- a. Participate in meetings with Tri-City Mental Health Authority and LA County DMH representatives to review, discuss, and advise on current and future program priorities, opportunities, and requirements.

### **4. Mental Health Program Development and Implementation Strategies**

- a. Provide recommendations on program design, sustainability planning, and implementation strategies aligned with DMH contracts, state and federal initiatives, and TCMHA's mission, goals and strategic plan.
- b. Assist in the preparation of related reports, planning documents, or presentations as needed to support program development and decision-making.

### **5. Drug Medi-Cal (DMC) Certification and Implementation**

- a. Provide technical assistance and consultation in support of TCMHA's ongoing Drug Medi-Cal certification process, including compliance with applicable State and Federal regulations.
- b. Assist with the development and implementation of Drug Medi-Cal certified programs, including program design, operational procedures, documentation standards, and quality assurance systems.
- c. Advise on integration of DMC services within TCMHA's broader continuum of care to ensure sustainability, compliance, and alignment with DMH and State requirements.

### **6. General Advisory Services**

- a. Offer consultation and guidance on other related matters as reasonably requested by TCMHA to ensure effective strategic planning and program advancement.

#### **Overall direction of the consultation**

Consultation tasks will proceed under the direction of the Executive Director, Ontson Placide.

The consultation services will be provided primarily by Tom Trabin, MSM, PhD. Dr. Trabin will include the consultation services and expertise of others as needed through Capstone. The others from Capstone may include Cassandra Fatouros, MBA, LCSW, who is Managing Director of Capstone, and Robin Kay, Ph.D., who is an Executive Committee Member of Capstone. Both have extensive experience in provider and leadership positions within the LA DMH system of care.

**EXHIBIT B****BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 1st day of October 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and CAPSTONE SOLUTIONS CONSULTING GROUP, LLC (“**Business Associate**” or “**BA**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

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

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

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

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

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

**AGREEMENT****I. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V. Term and Termination.**

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

**B. Termination.**

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

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

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

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

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

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

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:**

Capstone Solutions Consulting Group, LLC  
19501 Ranch Lane, Suite 105  
Huntington Beach, CA 92648  
Attn: James Wind, Chief Executive Officer

**With a copy to:**

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

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

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

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

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

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

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

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

**AGREED AND ACCEPTED:**

TRI-CITY MENTAL HEALTH  
AUTHORITY  
\_\_\_\_\_  
**Name of Covered Entity**

CAPSTONE SOLUTIONS  
CONSULTING GROUP, LLC  
\_\_\_\_\_  
**Name of Business Associate**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

ONTSON PLACIDE  
\_\_\_\_\_  
**Print Name**

JAMES WIND  
\_\_\_\_\_  
**Print Name**

EXECUTIVE DIRECTOR  
\_\_\_\_\_  
**Print Title**

CHIEF EXECUTIVE OFFICER  
\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**EXHIBIT C**

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

CAPSTONE SOLUTIONS CONSULTING GROUP, LLC

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.

James Wind, Chief Executive Officer

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:**

COPIES: Contractor  
Finance



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

**DATE:** September 17, 2025

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

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

**SUBJECT:** Consideration of Resolution No. 813 Approving an Agreement with Liebert Cassidy Whitmore for Labor Legal Services and Authorizing the Executive Director to Execute the Agreement

---

Summary:

Staff are requesting Governing Board approval to enter into a new agreement with Liebert Cassidy Whitmore (LCW) to provide labor legal services pertaining to employment law and labor relations matters. The new agreement would be effective July 1, 2025 for a term of three years, with the option to extend for an additional two years.

This agreement incorporates LCW's updated fee schedule and includes a newly required clause addressing the use of artificial intelligence in the provision of legal and consulting services, ensuring transparency and compliance with evolving best practices.

Background:

Tri-City Mental Health Authority (TCMHA) has contracted with LCW for many years to provide employment law services. LCW is a law firm that specializes exclusively in representing public agency employers, giving them deep expertise in the unique legal and regulatory frameworks applicable to TCMHA's operations.

In addition to legal and consulting services, LCW provides supervisory and management training to TCMHA staff through its consortium training program. These services are integral to ensuring compliance with federal and state employment laws, enhancing leadership capacity, and maintaining effective employee relations practices.

The previous agreement with LCW expired on June 30, 2025. To ensure continuity of services, staff recommend approval of a new agreement effective July 1, 2025, for a three-year term with an option to extend for two additional years.

The new agreement reflects two key updates:

1. Revised Fee Schedule – LCW has updated its rates for professional services to reflect current market conditions.
2. Artificial Intelligence Clause – LCW's policy permits attorneys to use generative AI tools, such as Lexis+ AI, to assist in researching and preparing initial drafts of work.

**AGENDA ITEM NO. 18**

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 813 Approving an Agreement with Liebert Cassidy Whitmore for Labor Legal Services and Authorizing the Executive Director to Execute the Agreement***  
**September 17, 2025**  
**Page 2 of 2**

However, attorneys must comply with LCW's strict Use of Artificial Intelligence Tools policy, which requires:

- Independent legal judgment on all AI-assisted work.
- No disclosure of confidential information to unsecure AI tools.
- Careful review of AI outputs for both accuracy and bias.

This provision ensures that TCMHA benefits from technology-assisted efficiencies while maintaining confidentiality, accuracy, and professional accountability in all legal services.

**Fiscal Impact:**

The cost of services under this agreement is included in the adopted Fiscal Year 2025–2026 Professional Services budget and will be budgeted for in subsequent years.

**Recommendation:**

Staff recommends that the Governing Board adopt Resolution No. 813 approving an Agreement for labor legal services with Liebert Cassidy Whitmore, effective retroactive to July 1, 2025 for a three-year term ending on June 30, 2028 with the option to extend for two additional years and authorizing the Executive Director to execute the Agreement.

**Attachments:**

*Attachment 18-A:* Resolution No 813 - Draft

*Attachment 18-B:* Agreement with Liebert Cassidy Whitmore, effective July 1, 2025

## RESOLUTION NO. 813

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR LABOR LEGAL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”), desires to approve an agreement with Liebert Cassidy Whitmore (LCW) for consulting, representational and legal services pertaining to employment relations matters, including representation in negotiation and in administrative and court proceedings, as requested by TCMHA or otherwise required by law.

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

2. **Action**

The Governing Board authorizes the Authority’s Executive Director to enter into and execute the Agreement for Labor Legal Services with Liebert Cassidy Whitmore in substantially the same form as presented at its meeting on September 17, 2025. The Authority shall pay LCW the range of hourly rates from Two Hundred Ninety-Five to Four Hundred Seventy-Five Dollars (\$295.00 - \$475.00), pursuant to the fee schedule and terms of the Agreement for the duration of three years, beginning retroactive to July 1, 2025 through June 30, 2028, with an option to extend two additional years.

[continued on page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY



**HOPE. WELLNESS. COMMUNITY.**

Let's find it together.

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by the residents  
of Pomona,  
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Verne.

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**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**LIEBERT CASSIDY WHITMORE**

**DATED**

**JULY 1, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 18-B**

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## AGREEMENT

### 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of July 1, 2025 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers authority organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA” or “Authority”) and LIEBERT CASSIDY WHITMORE, a professional corporation, with its principal place of business at 6033 West Century Boulevard, 5th Floor, Los Angeles, CA 90045 (hereinafter “CONTRACTOR”). TCMHA and CONTRACTOR are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 2. INDEPENDENT CONTRACTOR

The express intention of the Parties is that CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between CONTRACTOR and TCMHA 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 TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s employees, except as set forth in this Agreement. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

### 3. SCOPE OF SERVICES

CONTRACTOR shall provide consulting, representational and legal services pertaining to employment relations matters, including representation in negotiation and in administrative and court proceedings, as requested by TCMHA or otherwise required by law (“Services”) as set forth in ‘Exhibit A’, incorporated into and made a part of this Agreement. CONTRACTOR affirms that it has the appropriate experience, expertise, and resources to undertake the Services and has agreed to undertake the Services pursuant to this Agreement, and to the best of its ability.

### 4. PERFORMANCE OF SERVICES

**4.1** CONTRACTOR reserves the sole right to control or direct the manner in which services are to be performed. CONTRACTOR shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. CONTRACTOR shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. CONTRACTOR warrants that it is not a party to any other existing agreement which would prevent CONTRACTOR from entering into this Agreement or which would adversely affect CONTRACTOR’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

**4.2 Artificial Intelligence.** Attorney policy permits CONTRACTOR to utilize generative artificial intelligence (“AI”) tools, e.g. Lexis+ AI, in the performance of Services under this Agreement, but only in compliance with the CONTRACTOR’s Use of Artificial Intelligence Tools policy. CONTRACTOR may use AI tools to assist in researching and preparing initial drafts. CONTRACTOR may not use AI work product without applying own independent legal judgment. CONTRACTOR may not disclose confidential information to unsecure AI tools and must carefully check all AI-generated results for both accuracy and bias.

## **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 TCMHA. After approval from TCMHA, 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 the services required by this Agreement at any place or location and at any time as CONTRACTOR deems necessary and appropriate, so long as the services are provided within the time frames mutually agreed and pursuant to this Agreement.

## **7. TERM**

**7.1 Effective Date.** The services and/or materials furnished under this Agreement shall commence on July 1, 2025, and shall be and remain in full force and effect until June 30, 2028, with an option to extend two additional years through June 30, 2030, unless terminated in accordance with the provisions of Section 9 below.

**7.2 Agreement Extension.** TCMHA at its sole discretion, upon two months prior notice to the CONTRACTOR, extend the Agreement for two successive 12-month periods. Such extensions shall be under the same terms and conditions or as negotiated and revised in writing. At such time as TCMHA chooses to exercise the option to extend the Agreement, the CONTRACTOR will be notified and requested to submit a written proposal detailing the next 12-months offered price for the agreement services. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term. Any extensions shall be subject to agreement between TCMHA and the CONTRACTOR and will be subject to the approval by TCMHA’s Governing Board by a resolution adopted at a noticed public meeting of the Governing Board.

**7.3 Agreement Price Adjustment Parameters.** To be eligible for an Agreement Extension, the price shall either remain the same as proposed or, upon mutual agreement, can be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in February the CPI comparison would be between the November CPI for that year and the preceding year. Despite any changes in the CPI for any given twelve-month adjustment period, upward adjustment of Agreement amount shall not exceed 5 percent during any single twelve-month adjustment period.

**8. COMPENSATION.** For the full performance of this Agreement:

**8.1** TCMHA shall pay CONTRACTOR for time spent in providing the services, including reasonable travel time and for necessary costs and expenses incurred by CONTRACTOR on behalf of TCMHA, an amount not to exceed as stated in Schedules I (Fees) and II (Litigation and E-Discovery Management), incorporated herein as 'Exhibit A', within thirty (30) days following receipt of invoice and completion/delivery of services/goods as detailed in Sections 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which CONTRACTOR operates.

**8.2** CONTRACTOR will not be compensated for any excess work performed by CONTRACTOR or any subcontractor, unless such work has been first authorized in writing by the Authority's Executive Director.

**8.3** CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate CONTRACTOR for incomplete goods/services.

**8.4** CONTRACTOR acknowledges and agrees that, as an independent contractor, the CONTRACTOR will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the 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. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to CONTRACTOR.

**9. TERMINATION.** This Agreement may be terminated only as follows:

**9.1** Written Election. TCMHA may terminate this Agreement at any time, without cause, upon sixty (60) 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. TCMHA will reimburse CONTRACTOR for its satisfactorily-completed services up to the date specified in the notice of termination and for demobilization costs reasonably incurred by CONTRACTOR after that date.

**9.2** Non-payment. CONTRACTOR, in its sole discretion, may terminate this Agreement effective upon written notice to TCMHA if TCMHA fails to pay the Compensation as defined in Section 8 (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.

**9.3** 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. In the event of termination, CONTRACTOR shall immediately deliver all written work product, if any, to TCMHA, and a final invoice which shall be consistent with all work performed up to the date of termination.

## 10. LICENSES

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

## 11. PROPRIETARY INFORMATION

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

## 12. AUDITS

CONTRACTOR shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the CONTRACTOR's expense, for a minimum of seven (7) years after the Agreement expires, unless the firm is notified in writing by TCMHA of the need to extend the retention period.

## 13. CONFLICT OF INTEREST

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

## 14. GENERAL TERMS AND CONDITIONS.

### 14.1 Indemnity.

**14.1.1** CONTRACTOR shall, at its sole cost and expense, indemnify, defend and hold harmless TCMHA, its elective and appointive officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitees" in this Subsection (a) of Section 14), from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage of any nature (collectively "Claims"), in law or in equity, whether actual, alleged or threatened, caused by or arising out of, in whole or in part, the acts or omissions of CONTRACTOR, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees,

directors, agents or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof), (collectively "CONTRACTOR Indemnitors" in this Subsection (a) of Section 15), including the CONTRACTOR Indemnitors' active or passive negligence, recklessness or willful misconduct in the performance of this Agreement, except as for Claims arising from the sole negligence or willful misconduct of TCMHA Indemnitees. All duties of CONTRACTOR under this Section shall survive this Agreement.

**14.1.2** With regard to CONTRACTOR's work product and Services, CONTRACTOR and TCMHA each agree to indemnify, defend and hold harmless the other from any and all demands, claims or liability of any nature to the extent caused by its own negligent performance under this Agreement, to the fullest extent permitted by law against all damages, liabilities, and costs, including reasonable attorneys' fees and other legal expenses arising directly or indirectly from any act or failure of the indemnifying party in performance of this Agreement. All duties of the parties under this paragraph shall survive this Agreement.

**14.2 Insurance.** Insurance Requirements not Limiting. TCMHA does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by TCMHA, or the deposit with TCMHA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against TCMHA. CONTRACTOR shall obtain and file with TCMHA, at CONTRACTOR's expense, certificates of insurance providing the following insurance before commencing any services under this Agreement as follows:

**14.2.1 Workers Compensation Insurance:** Minimum statutory limits. CONTRACTOR's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to TCMHA, its officers, agents, employees and volunteers.

**14.2.2 Automobile Insurance:** \$1,000,000.00 per occurrence.

**14.2.3 Errors And Omissions Insurance:** \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

**14.2.4 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.

**14.2.5 Cyberliability Insurance.** Within ninety (90) days of the Agreement Date, CONTRACTOR shall have obtained and thereafter maintain cyberliability insurance in the amount of not less than \$5,000,000.00 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of TCMHA Data; (ii) data breach including theft, destruction, and/or unauthorized use of TCMHA Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of TCMHA Data.

**14.2.6 Waiver of subrogation.** Except with regard to Errors and Omissions insurance and Cyberliability insurance, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against TCMHA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against TCMHA and shall require similar written express waivers and insurance clauses from each of its subcontractor.

**14.2.7 Notice Of Cancellation:** Except with regard to Errors and Omissions insurance and Cyberliability insurance, TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the Agency, its agents or representatives."

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

**14.2.9** 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

**14.3 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.

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

**14.5 Changes to the Agreement.** 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.

**14.6 Records.** All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. CONTRACTOR will be responsible for and maintain such records during the term of this Agreement. CONTRACTOR hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and CONTRACTOR agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both Parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 9 shall be deemed sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

**14.7 Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to CONTRACTOR (Business Associate) in accordance with all applicable legal requirements to allow CONTRACTOR to perform Legal Consulting services on TCMHA's behalf. CONTRACTOR is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, CONTRACTOR will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

**14.8 CONTRACTOR Attestation.** Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that CONTRACTOR 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 Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated into and made a part of this Agreement as 'Exhibit C'.

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

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

## **15. REPRESENTATIVE AND NOTICE**

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

**15.2 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.

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

If to TCMHA:

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

If to CONTRACTOR:

Liebert Cassidy Whitmore  
6033 West Century Blvd, 5th Floor  
Los Angeles, CA 90045  
Attn: Managing Partner Proprietor

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. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT**

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

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

**17.1** Exhibit A: Schedule I – Fees  
Schedule II - Litigation and E-Discovery Management

**17.2** Exhibit B: Business Associate Agreement

**17.3** Exhibit C: CONTRACTOR's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

**18. EFFECTIVE DATE**

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

**19. ENTIRE AGREEMENT**

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

**20. SEVERABILITY**

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

**21. WAIVER**

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

**22. EXECUTION**

**22.1** Each person executing this Agreement on behalf of CONTRACTOR warrants that he or she is duly authorized to execute this Agreement on behalf of CONTRACTOR and that by his or her execution, CONTRACTOR is formally bound to the provisions of this Agreement.

**22.2** CONTRACTOR certifies it is aware of the requirements of Sections 313 of the California Corporations Code. If CONTRACTOR is a corporate entity, it shall either: (i) provide City written proof that each person executing this Agreement on CONTRACTOR's behalf is duly authorized to bind CONTRACTOR; or (ii) provide two signatories to this Agreement, of whom the first must be CONTRACTOR's chairman of the board, president, or a vice president and the second must be CONTRACTOR's secretary, an assistant secretary, its chief financial officer, or an assistant treasurer.

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

**TRI-CITY MENTAL HEALTH AUTHORITY**

**LIEBERT CASSIDY WHITMORE**

By: \_\_\_\_\_  
Ontson Placide, Executive Director

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

**Attest:**

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

**Approved as to Form:**  
RICHARDS WATSON & GERSHON LAW

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

**EXHIBIT A****SCHEDULE I****FEES**

Partners	\$475.00
Senior Counsel	\$390.00
Associates	\$295.00 - \$370.00
Labor Relations/Human Resources Consultant	\$305.00
Classification & Compensation Consultant	\$230.00
Paralegals	\$165.00
E- Discovery Specialists	\$185.00
Law Clerks	\$180.00 - \$200.00

## SCHEDULE II

### LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

#### Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

## **EXHIBIT B**

### **BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 1st day July, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and SISSON DESIGN GROUP (“**Business Associate**” or “**BA**”) (each a “**Party**” and, collectively, the “**Parties**”).

#### **RECITALS**

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

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

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

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

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

#### **AGREEMENT**

##### **I. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. **Obligations of Business Associate.**

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

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

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

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

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

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

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

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

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

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

**G. Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA

or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

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

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

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

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

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

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

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

**V. Term and Termination.**

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

**B. Termination.**

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

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

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

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

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

**IX. Amendment to Comply with Law.** Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either Party, the other Party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

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

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

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

**If to BA:** Liebert Cassidy Whitmore  
6033 West Century Blvd, 5th Floor  
Los Angeles, CA 90045  
Attn: Managing Partner

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

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

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

**XIII. Entire Agreement of the Parties.** This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the Parties and constitutes the final and entire agreement between the Parties hereto with respect to the subject matter hereof. Each Party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either Party, or by anyone acting on behalf of either Party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

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

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

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

**AGREED AND ACCEPTED:**

TRI-CITY MENTAL HEALTH  
AUTHORITY

LIEBERT CASSIDY WHITMORE

\_\_\_\_\_  
**Name of Covered Entity**

\_\_\_\_\_  
**Name of Business Associate**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

ONTSON PLACIDE

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

EXECUTIVE DIRECTOR

\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**EXHIBIT C**

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

LIEBERT CASSIDY WHITMORE

Contractor’s Name	Last	First
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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:**

COPIES: Contractor  
Finance



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

**DATE:** September 18, 2025

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

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

**SUBJECT:** Consideration of Resolution No. 814 Approving an Agreement with Gallagher Benefit Services, Inc. in the Amount of \$22,260.00 for Human Resources Professional Services, and Authorizing the Executive Director to Execute the Agreement

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Summary:

Staff are requesting Governing Board approval to enter into a new agreement with Gallagher Benefit Services, Inc. ("Gallagher") (formerly Koff & Associates, Inc.) to provide classification and compensation analysis and development for up to ten (10) new or existing job classifications. This agreement incorporates Gallagher's project fee schedule, scope, and timeline for completion of the classification and compensation work.

Background:

In 2020, Tri-City Mental Health Authority (TCMHA) engaged Koff & Associates (now Gallagher) to complete a total classification and compensation study. This work established a comprehensive foundation for equitable, competitive, and legally compliant job classification and compensation structures within the Agency. This study was the first ever of its kind for the Agency.

As the Agency continues to evolve, additional classification and compensation work is required. Specifically, ten (10) new or revised classifications need to be created or updated to align with operational needs, organizational restructuring, and current labor market standards as we move towards the MHSA to BHSA transition. The Human Resources (HR) Department has identified a need for outside support due to the volume of classification and compensation work required and limited internal staffing resources. The Agency's HR team is currently fully engaged in ongoing commitments related to recruitment, employee relations, and compliance functions, making it infeasible to complete this project in-house without delay.

Engaging Gallagher provides continuity, as they bring prior knowledge of the Agency's structure and compensation philosophy from their previous study. Their expertise ensures consistency, accuracy, and defensibility of classification structures while aligning with best practices and applicable employment laws, such as the Fair Labor Standards Act (FLSA) and Equal Pay Act.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 814 Approving an Agreement with Gallagher Benefit Services, Inc. in the Amount of \$22,260.00 for Human Resources Professional Services, and Authorizing the Executive Director to Execute the Agreement***  
**September 17, 2025**  
**Page 2 of 2**

Fiscal Impact:

The cost of services under this agreement is \$22,260 to be incorporated into Fiscal Year 2025–2026 Professional Services budget.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 814 authorizing the Executive Director to execute a new agreement with Gallagher Benefit Services, Inc. effective September 17, 2025, for Human Resources Professional Services in the amount of \$22,260.00.

Attachments:

*Attachment 19-A:* Resolution No 814 - Draft

*Attachment 19-B:* Agreement with Gallagher Benefit Services, Inc., effective September 17, 2025

**RESOLUTION NO. 814**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC., IN THE AMOUNT OF \$22,260.00 FOR HUMAN RESOURCES PROFESSIONAL SERVICES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

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

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

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) desires to enter into an agreement with Gallagher Benefit Services, Inc., to provide classification and compensation analysis and development for up to ten (10) new or existing job classifications in the amount of \$22,260.00.

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

**2. Action**

The Authority’s Executive Director is authorized to enter into, and execute an Agreement with Gallagher Benefit Services, Inc. in substantially the same form as presented at its meeting on September 17, 2025 for Human Resources Professional Services in the amount of \$22,260.00, effective September 17, 2025.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY

## HUMAN RESOURCES MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

THIS HUMAN RESOURCES MANAGEMENT PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between GALLAGHER BENEFIT SERVICES, INC. ("Gallagher"), a Delaware corporation located at 2850 Golf Road, Rolling Meadows, IL 60008, and TRI-CITY MENTAL HEALTH AUTHORITY ("Client"), a California joint powers authority, with its administrative office located at 1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711.

### RECITAL

Client desires to retain Gallagher as an independent contractor to perform human resource management professional services for Client, and Gallagher is willing to perform such services, on the terms set forth below.

#### Scope of Work:

The scope of work includes a Classification and Base Compensation Study, described in more detail in **Exhibit A**, which is attached to this Agreement and incorporated herein by this reference.

### AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **Services.** Gallagher agrees to perform the work project that is identified above to Client and other such services as may be requested by Client from time to time and that are within the competence and consistent with the expertise of Gallagher (collectively, the "Services"). The parties may delete, add or substitute Services, extend the term of this Agreement or alter the terms of compensation by executing one or more amendments or addenda, provided that each such amendment or addendum shall be signed by authorized representatives of both parties.
2. **Compensation.** Client agrees to pay Gallagher compensation as follows:
  - 2.1 **Project Fee.** The Fee for Services for the specified work project shall not exceed **Twenty-Two Thousand Two Hundred Sixty Dollars** (\$22,260). Expenses are included in the Project Fee. Project fees shall be billed upon monthly progress task completion. Should Client desire additional levels of effort that are directly related to the identified scope of work indicated above, Gallagher will honor our composite rate of **\$220/hour**.
  - 2.2 **Time Expended.** On a time expended basis. Should Client desire Gallagher to perform other human resources work unrelated to the above identified project, time shall be billed by Gallagher for each of its staff at the rates of \$290 per hour for Managing Director, \$250 per hour for Project Manager, \$240 per hour for Senior Consultant, \$220 per hour for Consultant, \$210 per hour for Associate Consultant, \$195 per hour for Support Specialist, \$125 per hour for Support Assistant, and \$110 per hour for Office Assistant.

Any request for such time expended work must be evidenced in writing signed by Client's authorized representative.

Time expended work is accounted for and billed on a quarter hour (.25) basis. Travel time in connection with such Services is billed for each staff member at one half the normal hourly billing rate, and no more than four hours of travel time is billed per day within California.

Expenses are incorporated in our hourly rates and will not be charged separately on a reimbursement basis. They include photocopying, binding, and other similar document production charges, long distance telephone and facsimile, postage and courier, mileage at the then current IRS rate, hotel, airfare, car rentals, per diem, and other similar charges.

### 3. **Payment.**

Our Regular Terms are Net 30.

Client shall pay Gallagher for its fees and reimbursable expenses (if applicable) within 30 days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of Gallagher within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice. If late fees are not paid, they will carry forward to next invoice.

### 4. **Confidentiality.**

4.1 **Definition.** "Confidential Information" means any Client software source code; proprietary information; employment records; financial, tax, business and/or product records; and marketing, financial statements or records or other business information disclosed by Client either directly or indirectly, in writing, orally or by drawings or inspection of parts or equipment. "Confidential Information" shall not be deemed to include information which (a) is known to Gallagher at the time of disclosure to Gallagher by Client, as evidenced by written records of Gallagher; (b) has become publicly known and made generally available through no wrongful act of Gallagher; or (c) has been rightfully received by Gallagher from a third party who is authorized to make such disclosure.

4.2 **Covenant Not to Use or Disclose.** Gallagher shall not, during or subsequent to the term of this Agreement, use any of the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Client, nor disclose any Confidential Information to any third party. It is understood that all Confidential Information shall remain the sole property of Client. Gallagher further agrees to take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information by its employees or agents.

4.3 **Return of Materials.** Upon the termination of this Agreement or upon Client's earlier request, Gallagher will deliver to Client all of Client's Confidential Information in tangible form that Gallagher may have in Gallagher's possession or control.

5. **Ownership of Work Product.** Gallagher agrees that all of its customized reports, recommendations, plans, handbooks, copyrightable material and other work product created or assembled by it in the course of performing its Services hereunder are works for hire for the benefit of Client and as such are the sole property of Client. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of Client as set forth or called for herein, Gallagher hereby sells, transfers, conveys and assigns any and all of its rights therein to Client. Notwithstanding the foregoing, Gallagher will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the Client was used to create and which was developed entirely using Gallagher's own resources. To the extent Gallagher's intellectual property is necessary for the Client to use the services provided, Gallagher will grant to the Client a non-exclusive, royalty-free license to Gallagher's intellectual property solely for the Client's use of such services.
6. **Reports.** Gallagher shall regularly confer with and report to Client as to Gallagher's progress in performing the Services hereunder and that Gallagher will, as requested by Client, prepare written reports with respect thereto.
7. **Insurance.** Gallagher agrees to obtain and maintain adequate workers' compensation, comprehensive general and vehicular insurance for claims for damages because of bodily injury (including death) and property damage caused by or arising out of acts or omissions of such employees. The minimum limits of such insurance (apart from workers' compensation) shall be:

Workers' Compensation:	Statutory Limits
General Liability:	\$2 million per occurrence
Errors and Omissions:	\$1 million per claim
Automobile Insurance:	\$1 million per occurrence

Gallagher shall, upon request, provide evidence of such insurance to Client. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the Client.

8. **Limits on Gallagher's Responsibility, Indemnification and Limitation of Liability.**

8.1 **Limitations on Gallagher's Responsibility.** Client acknowledges that in the absence of an express written undertaking by it to the contrary, Gallagher, in agreeing to perform and in performing the Services hereunder, does not in any manner guarantee the outcome, recommendation of any undertaking or activity that constitutes any portion of the Services. Gallagher warrants in this respect that its Services will be performed in a professional and businesslike manner, in accordance with human resources best practices and in accordance with the description of Services provided by it in its proposal or in one or more other signed written documents.

8.2 **Client Indemnification.** Gallagher agrees to indemnify, hold harmless and defend Client, its officers, equity owners, directors, partners, managers, agents and employees from and against all liabilities, losses, costs, damages and/or other expenses (including

reasonable attorneys' and experts' fees and expenses and court costs) arising in connection with or related to claims, actions or proceedings raised or brought by any third parties on account of or occurring in connection with Gallagher's performance of the Services hereunder, except to the extent caused by the gross negligence or willful misconduct of Client or its agents or employees.

At the same time, Client agrees to indemnify, hold harmless and defend Gallagher, its officers, equity owners, directors, partners, managers, agents and employees from and against all liabilities, losses, costs, damages and/or other expenses (including reasonable attorneys' and experts' fees and expenses and court costs) arising in connection with or related to claims, actions or proceedings raised or brought by any third parties on account of or occurring in connection with Gallagher's performance of the Services hereunder, except to the extent caused by the negligence or willful misconduct of Gallagher or its agents or employees.

8.3 **Limitation of Liability.** Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to \$2 million. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. Nothing in this Section 8.3 shall limit Gallagher's defense and indemnity obligations under Section 8.2.

## 9. **Term and Termination.**

9.1 **Termination for Convenience.** Either party may terminate this Agreement without cause upon giving at least thirty (30) days prior written notice thereof to the other party.

9.2 **Actions upon Termination.** Upon termination as provided above, all rights and duties of the parties toward each other shall cease except (a) if terminated by Client, Gallagher shall immediately cease all Services; and (b) if terminated by Gallagher for any reason other than a breach hereunder by Client, and if desired by Client, Gallagher agrees to complete any assignment, on the same terms and conditions, including compensation, as otherwise applicable.

9.3 **Survival.** The following sections shall survive termination of this Agreement: **Section 3, Section 4, Section 5, Section 8, Section 9.2, this Section 9.3 and Section 10.**

## 10. **General.**

10.1 **Assignment.** Neither party shall assign any rights or delegate any duties without the prior written consent of the other party, which consent shall not be unreasonably



withheld. Any attempted assignment or transfer without the other party's consent shall be void and of no effect.

**10.2 Independent Contractor.** Nothing in this Agreement shall in any way be construed to constitute Gallagher as an agent, employee or representative of Client, but Gallagher shall perform the Services hereunder as an independent contractor. Since Gallagher is not an employee of Client, it is understood that Gallagher is not entitled to any employee benefits during the term of this Agreement. Gallagher agrees to furnish any and all materials necessary for it to perform the Services.

**10.3 Arbitration.** Client and Gallagher agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be settled by binding arbitration to be held in client location or Alameda County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The prevailing party in such arbitration shall be entitled to reimbursement by the other party of its costs and expenses of arbitration and the costs of enforcing any arbitration award, including its attorneys' and experts' fees and expenses.

**10.4 Governing Law.** This Agreement shall be governed by the laws of the State of California, without reference to conflict of law principles.

**10.5 Entire Agreement.** This Agreement, together with the description of the project and any and all amendments and addenda, as applicable, is the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties.

**10.6 Notices.** Any notices required or permitted by this Agreement shall be in writing and shall be addressed to the other party at the address shown at the beginning of this Agreement or such other address of which such party may notify the other and shall be deemed given upon delivery if delivered personally, one (1) business day following delivery by facsimile with machine confirmation of transmission, or three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

**10.7 Waiver.** The failure of either party to assert any claim or right against the other party regarding its obligations under this Agreement and/or any amendments or addenda hereto, in any one or more instance, shall not constitute a waiver of such claim or right of any obligations under this Agreement.

**10.8 Non-Solicitation.** Except with the written consent of Georg Krammer or Katie Kaneko, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any Gallagher employee or



contractor (each, a “Team Member”) with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that Gallagher recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member’s first year’s total compensation which accurately reflects a reasonable estimate of Gallagher’s time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

**10.9 Non-Discrimination.** Gallagher shall comply with all Federal, State, and local laws and regulations including Client’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Executive Order 11246-Compliance with Section 3, Title VII of the Civil Rights Act of 1964 as amended, Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1102.1. Gallagher shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Gallagher discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other protected group.

(Signatures next page)



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above on Page 1.

GALLAGHER BENEFIT SERVICES, INC.

TRI-CITY MENTAL HEALTH AUTHORITY:

By: Georg S. Krammer

By: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Title: Managing Director

Title: \_\_\_\_\_

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

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

## **Tri-City Mental Health**

# **CLASSIFICATION AND BASE COMPENSATION PROPOSAL**

November 25, 2024

Gallagher, formerly known as Koff & Associates

**GEORG S. KRAMMER**

Managing Director, Compensation and Rewards Consulting

2835 Seventh Street  
Berkeley, CA 94710

georg\_krammer@ajg.com  
Tel: 510.658.5633  
Fax: 510.652.5633



**Gallagher**

Insurance | Risk Management | Consulting



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November 25, 2024

Ms. Kitha Torregano  
Human Resources Director  
5901 S Cooper St., Suite 131  
Arlington, TX 76017

Dear Ms. Torregano:

Thank you for the opportunity to provide a cost proposal for Classification and Base Compensation Services for Tri-City Mental Health ("Tri-City") for up to 10 classifications and utilizing 11 comparators. We are most interested in assisting Tri-City with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with cities, counties, special districts, joint-powers associations, and other public agencies.

Gallagher, formerly known as Koff & Associates, ("Gallagher/K&A") is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for over 40 years. Our team has achieved a reputation for working successfully with management, employees, employee representation, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our team's extra effort has resulted in close to *100% acceptance* of all our classification and compensation studies.

Gallagher/K&A ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Gallagher/K&A, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Berkeley address and the phone number listed on the cover page. My email is [georg\\_krammer@ajg.com](mailto:georg_krammer@ajg.com).

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the Tri-City Mental Health.

Sincerely,

Georg S. Krammer  
Managing Director, Compensation and Rewards Consulting



## Firm Qualifications

**Gallagher, formerly known as Koff & Associates, (“Gallagher/K&A”)** is a full-spectrum, public-sector human resources and recruitment services firm; Gallagher/K&A has been assisting cities, counties, special districts, joint powers associations, courts, educational institutions, and other public agencies with their human resources needs for over 40 years and we have offices all throughout California, the Western Region, as well as across the nation.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments, working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Boards of Education, Merit Boards, and Joint Power Authorities.

The firm’s areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; and organizational development/assessment studies.

Without exception, all our classification and compensation studies have successfully met all our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of our firm’s reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. Gallagher/K&A has a reputation for being “hands on” with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

Gallagher/K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that in working with hundreds of public agency clients and completing hundreds of classification and/or compensation and other types of studies, we have only had a handful of formal appeals in our entire history.

Especially when it comes to compensation, we know we are dealing with people’s livelihoods and we take that very seriously. We are human resources professionals by trade and at heart and always keep the human aspect at the forefront of our problem solving methodologies. Our guiding principle of assisting public agencies for the greater good of their people and the communities they serve has been the backbone of our culture of integrity and ethics. Our values of being public-spirited, resourceful, curious, and courageous help us succeed in being very client- centric, fully invested in our work and finding the best solutions for our clients, and in applying a synergistic approach to all of our projects.

## About the Larger Gallagher

**Value Proposition:** The ability to deliver comprehensively structured human capital solutions to clients is Gallagher’s signature in the marketplace. At Gallagher, we want to know what makes your organization unique. We listen intently to learn about your culture and priorities and delve deeply into all the details that matter when balancing human capital needs with financial sustainability. This single-minded focus on excellence — characterized by innovation and creativity — is the driving force behind every Gallagher engagement.

**Company History:** Arthur J. Gallagher & Co. opened its doors for business in 1927 and is still “growing strong” because of a practiced ability to help clients think ahead. Founded by its namesake who was previously the leading producer for Chicago’s largest insurance brokerage, Gallagher is now one of the world’s largest human capital, insurance brokerage and risk management services firms. Headquartered in Rolling Meadows, IL, we have operations in 33 countries, and extend our client-service capabilities to more than 90 countries through a global network of correspondent brokers and consultants.

Since 1961, we’ve been helping clients overcome business barriers and create new opportunities to cost-effectively attract, retain and productively engage the best performers in their field. Gallagher started trading on the NYSE under the symbol AJG in 1984.

**Company Culture and Philosophy:** The ideals, principles and values embodied by the founder whose name still appears on our door are part of our corporate DNA.

Gallagher’s approach to business, cultivated through three generations of family leadership, has always centered on creating relationship value as true partners to our clients.

Gallagher’s interactions with you will be straightforward and candid. By earning the trust of our clients, we’ve sustained a reputation for ethics and a commitment to transparency that continue to contribute to our growth. In fact, Gallagher was the first insurance broker named to the Ethisphere® Institute’s annual list of the World’s Most Ethical Companies in 2012 — and has earned this recognition for twelve consecutive years, through 2023. This is a tremendous achievement: annually, less than 150 companies based in 24 countries and



**FAMILY RUN**  
Founded in 1927

**GLOBAL REACH. LOCAL PRESENCE**  
Shared values  
Passion of excellence  
Promises delivered

**39,000+**  
Employees worldwide

**850+**  
Offices in  
68 countries

**150+**  
Countries  
served

**2023 WORLD'S MOST ETHICAL COMPANIES™**  
**ETHISPHERE**

**\$6.9B**  
Total Adjusted  
Brokerage & Risk  
Management Revenues  
(2021)

representing 57 industry categories received this honor. Gallagher is the only insurance broker to have ever been recognized (World's Most Ethical Release).

The high standards of conduct we've set for our external professional relationships are the same rules we follow internally. The Gallagher Way, a one-page document that outlines our 25 shared values, was written in 1984 but is just as culturally relevant today. It speaks to the value of relationships and several tenets set guidelines for ethical behavior. Gallagher combines innovative solutions, thoughtful advice, and honest business practices to minimize risk and help fuel your success.

### Human Resource and Compensation Consulting Practice

Gallagher's Human Resources & Compensation Consulting practice, of which the former K&A team is now a part, empowers clients to attract talent, manage staff, develop leaders, and reward success—leveraging the power of Gallagher and wisdom of experience to produce an engaged and productive workforce. Tapping into expertise that spans the spectrum of human resources at every level, we can assemble flexible compensation and consulting solutions that improve efficiency and fiscal sustainability.

Our practice is a combination of some of the most respected names in human resources and compensation consulting. Bringing together experts from compensation, performance, search, survey, and leadership fields, Gallagher empowers clients with tools for the entire lifecycle of employment management.

With an experienced team of 205 consultants located in 14 offices across the United States and Canada, our services include:

- Classification and Compensation
- Employee Engagement
- Executive Compensation
- Organizational Development
- HR Management
- Search and Interim Placement
- Custom Salary and Benefit Surveys
- Governance Consulting

## Time Requirements

The following is a suggested timeline (which can be modified based on Tri-City's needs):

MILESTONES	PHASE I: CLASSIFICATION STUDY	COMPLETION BY
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	Weeks 1-2
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	Weeks 3-5
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	Weeks 6-8
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	Weeks 9-10

MILESTONES	PHASE II: BASE COMPENSATION STUDY	COMPLETION BY
A.	Determination of Survey Elements and Market Survey Delivery	Weeks 6-8
B.	Draft Compensation Findings/Stakeholder Review and Feedback	Weeks 9-10
C.	Development of Recommendations, Final Reports, and Presentations	Weeks 11-12

## Cost Proposal

Due to a shift in our industry to conducting studies virtually and our own efforts to be as green a business as possible (which our public agency clients always appreciate), our cost proposal assumes that all meetings and presentations will be conducted virtually/remotely and no onsite travel to Tri-City offices will occur. Should Tri-City desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

Billing structure: we will invoice for actual hours worked on a monthly basis in arrears.

MILESTONES	PHASE I: CLASSIFICATION STUDY	HOURS
	Ongoing Project Status Meetings throughout the Study	4
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	4
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews (this assumes up to 2 PDQs and potentially several interviews – 2 with the employees who will compete PDQs and up to 7 interviews with hiring managers of the brand new classifications and/or HR)	10
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development (this assumes up to 10 classification descriptions will be developed/updated)	30
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan	8
<b>Total Professional Hours</b>		<b>56</b>
Combined professional and clerical composite rate: <b>\$210/hour</b>		<b>\$11,760</b>

MILESTONES	PHASE II: COMPENSATION STUDY	HOURS
A.	Determination of Survey Elements and Market Survey Delivery (this assumes up to 11 comparators, up to 10 benchmark classifications, and base salaries only, no benefits)	30
B.	Draft Compensation Findings/Stakeholder Review and Feedback	10
C.	Development of Recommendations, Final Reports, and Presentations	10
<b>Total Professional Hours</b>		<b>50</b>
Combined professional and clerical composite rate: <b>\$210/hour</b>		<b>\$10,500</b>
Expenses are <b>included</b> in the project fee		N/A
<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, etc.</i>		
<b>TOTAL PROJECT COST NOT TO EXCEED</b>		<b>\$22,260</b>
<i>*Additional consulting will be honored at composite rate (\$210/hour)</i>		

Our cost proposal does not include time to support the Authority during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

## Contractual Considerations

We will be pleased to sign Tri-City's professional services agreement for a Compensation Study. We respectfully request that Tri-City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all our clients in the past and appreciate Tri-City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

*It is our practice to provide the coverage below in lieu of the Tri-City contract insurance language. We therefore propose to replace the insurance language in the RFP's sample agreement with coverage language provided by Gallagher as follows:*

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



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## Signature Page

Gallagher, formerly known as Koff & Associates, intends to adhere to all of the provisions described above.

This proposal is valid for 90 days.

Respectfully submitted,

By: **GALLAGHER, FORMERLY KNOWN AS KOFF & ASSOCIATES,**  
State of California

**Georg S. Krammer**  
Managing Director, Compensation and Rewards Consulting

**November 25, 2024**



**Gallagher**

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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, Executive Director

**BY:** Diana Acosta, Chief Financial Officer

**SUBJECT:** Consideration of Resolution No. 815 Authorizing the First Amendment to the Lease Agreement with the City of Claremont for Office Space located at 1717 N. Indian Hill Boulevard, Suite B, in Claremont, California, and Authorizing the Executive Director to Execute the Amendment

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Summary:

TCMHA currently occupies and leases office space from the City of Claremont which is located at 1717 N. Indian Hill Boulevard, in Claremont, California totaling approximately 3,996 square feet. The existing lease is set to expire on September 30, 2025 and at this time management is seeking to renew the existing lease on a month-to-month basis.

Background:

To accommodate as many direct client care staff at all other TCMHA locations, and since the year 2008, TCMHA has occupied and leased office space from the City of Claremont to house administrative staff. Over the years TCMHA has entered into new agreements for 5 and sometimes 6 years at a time. As a result of growth in staffing over the years and anticipated growth in administrative staff, management is actively seeking space to accommodate current staffing which will require relocation. At this time, the renewal of a lease with the City of Claremont for another 5 years is not reasonable. As such, the City of Claremont has graciously agreed to renew the lease on a month-to-month basis until such time management has identified a new location.

TCMHA Management is requesting authorization for the Executive Director to execute the facility Lease Agreement Amendment/renewal for office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont. The agreement will be effective beginning October 1, 2025 on a month-to-month basis and will continue until such time TCMHA management re-evaluates the needs of the agency, however, currently anticipates that we will remain at this location for no more than one year, or through September 30, 2026. The facility Lease Agreement Amendment has been reviewed by the City of Claremont's legal counsel and Tri-City Mental Health Authority's management and legal counsel.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 815 Authorizing the First Amendment to the Lease Agreement with the City of Claremont for Office Space located at 1717 N. Indian Hill Boulevard, Suite B, in Claremont, California, and Authorizing the Executive Director to Execute the Amendment***  
**September 17, 2025**  
**Page 2 of 2**

TCMHA will lease the space at the rate of \$9,753.54 per month beginning October 1, 2025. The rate of \$9,753.54 per month will continue until September 30, 2026 at which time is set to increase annually based on CPI data which is approximately 3%. TCMHA will continue to be responsible for maintenance and custodial services and utilities. TCMHA will also continue to have exclusive use of the facility to operate the administrative functions of TCMHA, including executive offices, administrative support to manage operations, conduct meetings and other programs and services as approved by Lessor.

Fiscal Impact:

The fiscal impact and month-to-month rate will be \$9,753.54 per month beginning October 1, 2025 through September 30, 2026 with an annual increase of approximately 3% per year thereafter. The Funding will be from a combination of MHSA and Realignment.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 815 authorizing the Executive Director to execute the First amendment to the Lease Agreement with the City of Claremont for office space located at 1717 N. Indian Hill Boulevard, Suite B, in Claremont, California, in the sum of \$9,753.54 per month.

Attachments:

*Attachment 20-A:* Resolution No. 815 – Draft

*Attachment 20-B:* First Amendment to Lease Agreement with the City of Claremont

**RESOLUTION NO. 815**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH THE CITY OF CLAREMONT FOR USE OF OFFICE SPACE AT 1717 N. INDIAN HILL BOULEVARD, SUITE B, IN CLAREMONT, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

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

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

A. Tri-City Mental Health Authority (“Authority or TCMHA”) desires to extend the term of the Lease Agreement for one year with the City of Claremont for office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont beginning October 1, 2025 with the ability to terminate upon 30 days prior written notice.

B. The Authority will continue to have exclusive use of the facility to house its administrative offices at the monthly rate of \$9,753.54.

**2. Action**

The Governing Board authorizes the Authority’s Executive Director to enter into and execute the First Amendment to the Lease Agreement with the City of Claremont for office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont effective October 1, 2025 through October 1, 2026 in the sum of \$9,753.54 per month.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY

**ATTACHMENT 20-A**

**CITY OF CLAREMONT**  
**FIRST AMENDMENT TO LEASE AGREEMENT**  
**FOR**  
**TRI-CITY MENTAL HEALTH AUTHORITY BUILDING SPACE**

**ARTICLE 1. PARTIES AND DATE**

This FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is dated September 17, 2025, and is entered into by and between the CITY OF CLAREMONT (“Lessor”) and TRI-CITY MENTAL HEALTH AUTHORITY (“Lessee”).

**ARTICLE 2. RECITALS**

**2.1** Lessor and Lessee entered into that certain Lease Agreement dated October 1, 2020 (“Agreement”), whereby Lessor leased to Lessee the Youth and Family Support Center (Y&FSC) property located at 1717 North Indian Hill Boulevard, in the City of Claremont, County of Los Angeles, State of California under the terms and conditions set forth in the Agreement.

**2.2** The Agreement expires on September 30, 2025.

**2.3** Lessor and Lessee now desire to amend the Agreement to extend the term of the Agreement.

**ARTICLE 3. AMENDMENTS**

**3.1** Term. The term of the Agreement is hereby extended to October 1, 2026, and shall thereafter become a month to month tenancy terminable by either party upon 30 days prior written notice by either party to the other.

**3.2** Lessee Termination Option. Lessee may terminate the Agreement at any time prior to October 1, 2026 upon written notice to Lessor that Lessee intends to relocate/move.

**3.3.** Lease Payments. From October 1, 2025, to October 1, 2026, Lessee shall pay to Lessor, as rent, the sum of \$9,753.54 per month, on or before the first day of each calendar month, prorated for any partial month.

**ARTICLE 4. MISCELLANEOUS.**

**4.1** Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force

**ATTACHMENT 20-B**

and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the First Amendment.

**4.2 Time of the Essence.** Time is of the essence of each provision of this First Amendment in which time is a factor.

**4.3 Counterparts.** This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**LESSOR:**

CITY OF CLAREMONT

By: \_\_\_\_\_  
Adam Pirrie  
City Manager

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Rutan & Tucker, LLP  
City Attorney

**LESSEE:**

TRI-CITY MENTAL HEALTH  
AUTHORITY

By: \_\_\_\_\_  
Ontson Placide  
Executive Director



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

**DATE:** September 17, 2025

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

**FROM:** Ontson Placide, Executive Director

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

**Subject:** Consideration of Resolution No. 816 Awarding the Agreement for Phase II of the MHSA INN Project: Multi-County Collaborative Psychiatric Advance Directives (PADs) to Project Return Peer Support Network (PRPSN) in the Amount of \$114,394.00 and Authorizing the Executive Director to Execute the Agreement

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Summary:

The MHSA INN project, *Multi-County Collaborative Psychiatric Advance Directives (PADs)*, is a partnership between Tri-City Mental Health Authority and seven other California counties. For this initiative, Project Return Peer Support Network has been selected to provide peer-led support to community members in developing and completing Psychiatric Advance Directives (PADs). TCMHA seeks approval to enter into an Independent Contractor Agreement with Project Return Peer Support Network for Phase II of the project, in the amount of \$114,394.00 covering the period from October 1, 2025 to June 30, 2027.

Background:

Psychiatric Advance Directives (PADs) support treatment decisions for individuals who may be unable to provide consent during a mental health crisis. PADs ensure that a person's preferences and values guide their care.

Phase One (July 1, 2022 – June 30, 2025) evaluated the functionality, usability, training, and operational functionality of a cloud-based PAD platform.

Phase Two (July 1, 2025 – June 30, 2029) expands implementation to eight counties, gathering data through real-time collaboration with law enforcement, crisis teams, and hospital staff to assess statewide viability.

As a pilot county, TCMHA is expanding access to Psychiatric Advance Directives (PADs) through a partnership with a peer-led agency, enabling individuals to develop personalized treatment directives.

**Governing Board of Tri-City Mental Health Authority**  
**Consideration of Resolution No. 816 Awarding the Agreement for Phase II of the MHSA**  
**INN Project: Multi-County Collaborative Psychiatric Advance Directives (PADs) to Project**  
**Return Peer Support Network (PRPSN) in the Amount of \$114,394.00 and Authorizing the**  
**Executive Director to Execute the Agreement**  
**September 17, 2025**  
**Page 2 of 2**

While the original INN plan proposed onboarding by internal staff, TCMHA's Best Practices department and legal counsel have since recommended that this process be handled by a third-party provider to address HIPAA compliance concerns.

TCMHA conducted a Request for Proposals (RFP) process and received two proposals for this project with a third company failing to respond. After carefully considering both proposals, Project Return Peer Support Network was determined to be the best match for the qualifications for this project.

Fiscal Impact:

The Agency has funds available under the MHSA INN Plan component to support the cost of \$114,394.00 during the 21-month service agreement beginning October 1, 2025 through June 30, 2027.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 816 authorizing the Executive Director to enter into an Agreement with PRPSN for Phase II of the Psychiatric Advice Directives (PADs) Project services in the amount of \$114,394.00, effective October 1, 2025.

Attachments:

*Attachment 21-A:* Resolution No. 816 – Draft

*Attachment 21-B:* Agreement with Project Return Peer Support Network, effective September 17, 2025

## RESOLUTION NO. 816

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AWARDING THE AGREEMENT FOR PHASE II OF THE MHSA INNOVATION PROJECT: MULTI-COUNTY COLLABORATIVE PSYCHIATRIC ADVANCE DIRECTIVES (PADS) TO PROJECT RETURN PEER SUPPORT NETWORK (PRPSN) IN THE AMOUNT OF \$114,394.00; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) on August 11, 2025 issued a Request for Proposals (RFP) for consultants to provide peer-led support to community members in developing and completing Psychiatric Advance Directives (PADs).

B. After a competitive bid selection process, the Authority desires to award the agreement to Project Return Peer Support Network (PRPSN) for Phase II of the Psychiatric Advice Directives (PADs) Project services in the amount of \$114,394.00, effective October 1, 2025.

C. The funding is available under the MHSA Innovation Plan component to support the cost of \$114,394.00 during the 21-month service agreement beginning October 1, 2025 through June 30, 2027.

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

**2. Action**

The Governing Board awards the agreement for Phase II of the Psychiatric Advice Directives (PADs) Project Return Peer Support Network, in substantially the same form as presented at its meeting on September 17, 2025, in the amount of \$114,394.00, effective October 1, 2025, and authorizes the Executive Director to execute the Agreement.

[Continued on page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
STEVEN L. FLOWER, GENERAL COUNSEL

\_\_\_\_\_  
MICAELA P. OLMOS, RECORDING SECRETARY

DRAFT



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by the residents  
of Pomona,  
Claremont and La  
Verne

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**INDEPENDENT CONTRACTOR AGREEMENT**  
**BETWEEN THE**  
**TRI-CITY MENTAL HEALTH AUTHORITY**  
**AND**  
**PROJECT RETURN PEER SUPPORT NETWORK**  
**DATED**  
**SEPTEMBER 17, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 21-B**

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## AGREEMENT

### 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of September 17, 2025 ("Agreement Date") by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter "TCMHA" or "Authority") and PROJECT RETURN PEER SUPPORT NETWORK, a California Non-Profit Corporation, with its business address at 2677 Zoe Avenue, Ste 304, Huntington Park, CA 90255 (hereinafter "CONTRACTOR"). TCMHA and CONTRACTOR are sometimes individually referred to as a "Party" and collectively as "Parties."

### 2. INDEPENDENT CONTRACTOR

The express intention of the Parties is that CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between CONTRACTOR and TCMHA 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 TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

### 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 Consultant for PADs Phase II Project ("Services") incorporated into and made a part of this Agreement as 'Exhibit B.'

### 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 Consultant for PADs Phase II Project provided to TCMHA under this Agreement without the expressed written permission of TCMHA. CONTRACTOR warrants that it is not a Party to any other existing agreement which would prevent CONTRACTOR from entering into this Agreement or which would adversely affect CONTRACTOR's ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition, CONTRACTOR shall provide Consultant for PADs Phase II Project 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 Agreement,

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 TCMHA or Designee. After approval from TCMHA, 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 the services required by this Agreement at any place or location and at any time as CONTRACTOR deems necessary and appropriate, so long as the services are provided within the manner and time frames outlined in 'Exhibit A' and 'Exhibit B.'

## **7. TERM**

The Term of this Agreement shall commence on October 1, 2025 and shall be and remain in full force and effect until Fiscal Year ending June 30, 2027; or until amended or terminated in accordance with the provisions of Section 9 below.

## **8. COMPENSATION**

For the full performance of this Agreement:

**A.** The CONTRACTOR will bill 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.

**B.** TCMHA shall pay CONTRACTOR an amount not to exceed amount as stated in 'Exhibit B'. TCMHA is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the amount listed in the CONTRACTOR's Proposal for Consultant for PADs Phase II Project ('Exhibit B'), unless agreed upon in writing by TCMHA's Executive Director.

**C.** CONTRACTOR acknowledges and agrees that, as an independent contractor, the CONTRACTOR will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the 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. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to CONTRACTOR.

**D.** CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate CONTRACTOR for incomplete goods/services.

## **9. TERMINATION.**

This Agreement may be terminated only as follows:

**A.** Written Notice. TCMHA may terminate this Agreement at any time, without cause, upon ten days (10) calendar days' prior written notice to the CONTRACTOR. CONTRACTOR agrees to cooperate fully in any such transition, including the transfer of records and/or work performed. TCMHA will reimburse CONTRACTOR for its satisfactorily-completed services up to the date specified in the notice of termination and for demobilization costs reasonably incurred by CONTRACTOR after that date.

**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 the Services with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to CONTRACTOR. Should the CONTRACTOR neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the TCMHA Representative, within the time specified in such notice, TCMHA in any such case shall have the power to terminate all or any portion of the contract.

**C.** Breach. TCMHA, 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 the Services under this Agreement 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 TCMHA if TCMHA 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. In the event of termination, CONTRACTOR shall immediately deliver all work product to TCMHA, which work product shall be consistent with all progress payments made to the date of termination.

## 10. LICENSES

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

## 11. PROPRIETARY INFORMATION

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

## 12. AUDITS

CONTRACTOR shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at CONTRACTOR's expense, for a minimum of seven (7) years after the Agreement expires, unless the firm is notified in writing by TCMHA of the need to extend the retention period.

## 13. CONFLICT OF INTEREST

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

## 14. GENERAL TERMS AND CONDITIONS

### A. Indemnity.

a. To the maximum extent permitted by law, CONTRACTOR shall defend, indemnify, and hold TCMHA, its officials, officers, employees, volunteers, and agents serving as independent contractors in the role of TCMHA officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of CONTRACTOR, its employees, its agents, or its subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct

of TCMHA. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, CONTRACTOR shall defend Indemnitees, at CONTRACTOR's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. CONTRACTOR shall reimburse TCMHA and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONTRACTOR, TCMHA, its directors, officials, officers, employees, agents or volunteers. All duties of CONTRACTOR under this Section shall survive termination of this Agreement.

**b.** CONTRACTOR must obtain executed indemnity agreements with provisions identical to those in Section 14.A.a from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of the Services. If CONTRACTOR fails to obtain such indemnities, CONTRACTOR shall be fully responsible and indemnify, hold harmless, and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged, or threatened, arising or claimed to arise out of, pertaining to, or relating to the acts or omissions of CONTRACTOR's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors, or their respective officers, agents, servants or employees (or any entity or individual that CONTRACTOR's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

**B. Insurance.** CONTRACTOR shall obtain and file with TCMHA, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

**a. 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.

**b. Cyberliability Insurance.** Within ninety (90) days of the Agreement Date, Contractor shall have obtained and thereafter maintain cyberliability insurance in the amount of not less than \$1,000,000.00 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of TCMHA Data; (ii) data breach including theft, destruction, and/or unauthorized use of TCMHA Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of TCMHA Data.

**c. Errors And Omissions Insurance:** \$1,000,000.00 per occurrence, and \$3,000,000 in the aggregate.

**d. Workers Compensation Insurance:** Minimum statutory limits.

**e. Automobile Insurance:** \$1,000,000.00 per occurrence.

**f. Notice Of Cancellation:** The TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording

"endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

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

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

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

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

**E. Changes to the Agreement.** 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.

**F. Records.** All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. CONTRACTOR will be responsible for and maintain such records during the term of this Agreement. CONTRACTOR hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to TCMHA within a reasonable time period

or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and CONTRACTOR agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 8 shall be deemed to be sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

**G. Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to CONTRACTOR (Business Associate) in accordance with all applicable legal requirements to allow CONTRACTOR to perform its auditing functions on TCMHA's behalf. CONTRACTOR is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, CONTRACTOR will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit C', accepting liability for any breach of ePHI or PHI.

**H. Contractor Attestation.** Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that CONTRACTOR 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 Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit D'.

**I. Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

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

## **15. REPRESENTATIVE AND NOTICE**

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

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

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

If to TCMHA:

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

If to Contractor:

Project Return Peer Support Network  
2677 Zoe Avenue, Ste 304,  
Huntington Park, CA 90255  
Attn: Deputy Director of Operations

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:

- a.** Exhibit A: Scope of Services
- b.** Exhibit B: Proposal from CONTRACTOR dated August 26, 2025
- c.** Exhibit C: Business Associate Agreement
- d.** Exhibit D: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## 17. EFFECTIVE DATE

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

## 18. ENTIRE AGREEMENT

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

**19. SEVERABILITY**

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

**20. WAIVER**

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

**21. EXECUTION**

**a.** Each person executing this Agreement on behalf of CONTRACTOR warrants that he or she is duly authorized to execute this Agreement on behalf of CONTRACTOR and that by his or her execution, CONTRACTOR is formally bound to the provisions of this Agreement.

**b.** CONTRACTOR certifies it is aware of the requirements of Sections 313 of the California Corporations Code. If CONTRACTOR is a corporate entity, it shall either: (i) provide TCMHA written proof that each person executing this Agreement on CONTRACTOR 's behalf is duly authorized to bind CONTRACTOR; or (ii) provide two signatories to this Agreement, of whom the first must be CONTRACTOR's chairman of the board, president, or a vice president and the second must be CONTRACTOR's secretary, an assistant secretary, its chief financial officer, or an assistant treasurer.

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

**TRI-CITY MENTAL HEALTH AUTHORITY  
NETWORK**

**PROJECT RETURN PEER SUPPORT**

By: \_\_\_\_\_  
Ontson Placide, Executive Director

By: \_\_\_\_\_  
Guyton Colantuono, Executive Director

**Attest:**

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

**Approved as to Form:**  
RICHARDS WATSON & GERSHON LAW

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

## EXHIBIT A

### SCOPE OF SERVICE

#### Overview

The Psychiatric Advance Directive (PAD) Innovation Project is a multi-county initiative aimed at empowering individuals living with behavioral health conditions to proactively express their treatment preferences before a crisis occurs. The California Behavioral Health Services Oversight and Accountability Commission (BHSOAC) included PADs in its 2020–2023 Strategic Plan, marking a critical step toward statewide implementation.

As one of eight pilot counties participating in this initiative, Tri-City Mental Health Authority is working to increase access to PADs by contracting with a peer-led agency that will assist individuals in creating personalized directives that reflect their care preferences and values. Phase I of the project has been completed, and the initiative is now entering Phase II.

#### Project Goals

- Develop a standardized PAD template accessible via an interactive online platform.
- Co-create the PAD process with peers, families, service providers, and first responders.
- Create a sustainable, scalable model for statewide replication.
- Train healthcare providers, law enforcement, and first responders on the use and importance of PADs.

A key element of this pilot is the engagement of peers who can assist individuals in a trauma-informed, culturally responsive, and person-centered manner throughout the PAD creation process. Tri-City seeks to contract with a peer consultant agency that employs Certified Peer Support Specialists to support, coordinate, facilitate, and assist interested participants in the creation of PADs across Tri-City's three cities: Claremont, La Verne, and Pomona.

#### Priority Populations

- Transition-age youth (TAY) ages 18–25
- Individuals experiencing homelessness or at risk of becoming homeless

#### Deliverables

- 1. Participant Engagement & PAD Facilitation.** Provide one-on-one PAD facilitation by:
  - Traveling to meet individuals at community-based locations of their choosing within Claremont, La Verne, and Pomona.
  - Offering flexible scheduling.
  - Providing trauma-informed, culturally responsive, and peer-centered support throughout the PAD creation process.
  - Providing technical assistance to help individuals update previously completed PADs on the platform.

- Supporting participants with digital literacy needs, including assistance with email setup required for PAD creation
- 2. Outreach & Communication Materials.** Design and distribute an outreach flyer that includes:
- Background information about PADs and eligibility criteria
  - Agency-designated contact information (phone number and email address) for inquiries and appointment scheduling
    - The contracted agency must provide and maintain its own dedicated phone number and email address specific to this service. TCMHA contact information (including phone lines and email accounts) may not be used for communication with individuals for scheduling or creation of PADs.
  - Instructions on how to schedule a PAD appointment
  - Information about Drop-In Hours and available service locations
- 3. Availability & Staffing.** Certified Peer Support Specialists must:
- Include at least one Spanish-speaking specialist to support monolingual Spanish-speaking participants.
  - Be available at least 20 hours per week to facilitate PADs.
  - Respond to participant inquiries in a timely and professional manner.
  - Offer appointment flexibility in accordance with participant preferences.
- 4. Training & Onboarding**
- Participate in mandatory PAD facilitation training provided or coordinated by TCMHA and its subcontractors.
  - Remain current on updates to the PAD platform.
- 5. Collaboration & Coordination**
- Meet at least once a week with TCMHA's Innovation Team to share updates on:
    - Individuals served
    - PADs started, in progress, and completed
    - Locations and cities where services were delivered
    - Questions, issues, concerns, or feedback presented by individuals or experienced by the Certified Peer Support Specialist facilitator
  - Establish and maintain collaborative relationships with cross-sector partners for referrals, including:
    - Law enforcement and first responders
    - Probation and reentry programs
    - Hospitals and mental health providers
    - Outreach teams and shelter programs

- Refer participants to TCMHA for behavioral health services or connection to additional community supports as needed.

## **6. Drop-In Support & Accessibility**

- Host PAD Drop-In Hours by collaborating with:
  - Wellness Centers
  - Local hospitals or health clinics
  - Community-based sites (e.g., libraries, shelters, or faith-based centers) as needed
- Provide on-the-spot PAD education and facilitation during Drop-In Hours.

## **7. Reporting & Documentation.** Track and report engagement metrics, including:

- Number of PAD educational or introductory sessions conducted.
- Number of individuals served.
- Location and city where services were delivered (e.g., hospital, Wellness Center).
- Participant feedback, including identified barriers and successes.
- Submit monthly narrative reports summarizing outreach activities, progress, trends, and any challenges.
- Submit monthly financial invoices for services rendered, in alignment with the approved budget.

**EXHIBIT B**



RFP NO. 2025-0802

**ATTACHMENT A**  
**RFP COVER PAGE**

<b>Name of Person, Business or Organization:</b>	Project Return Peer Support Network
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corporation)	Non Profit Organization
<b>Federal Tax ID Number:</b>	27-2318836
<b>Contact Person – Name</b>	Anna Littleford
<b>Contact Person – Address</b>	2677 Zoe Avenue, Suite 304, Huntington Park, CA 90255
<b>Contact Person – Phone Number (s)</b>	(310) 748-0565
<b>Contact Person – e-mail address</b>	development@prpsn.org

By signing this *RFP Cover Page* I hereby attest:

1. that I have read and understood all the terms listed in the RFP;
2. that I am authorized to bind the listed entity into this agreement;
3. that neither I nor any principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local government agency;
4. 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;
5. that I did not, in any way, collude, conspire or agree, directly or indirectly, with any person, agency, corporation or other Proposer in regard to the amount, terms, or conditions of this Proposal; and
6. that the information contained in the Proposal Packet and all accompanying documents is true and correct.

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Anna Littleford

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

*Anna Littleford*

**DATE**

08/26/2025

**PLEASE ATTACH ANY DOCUMENTS RELATED TO YOU OR YOUR AGENCY'S SUMMARY STATEMENT AS REQUIRED UNDER SECTION V.C.1 OF THIS RFP DOCUMENT.**



*Proposal to Tri-City – PADS – Project Return  
Peer Support Network*

#### Attachment A.a. - Project Return Peer Support Network's Unique Position

Founded in 1980 as part of Mental Health America Los Angeles, PRPSN is the first peer-run mental health program in California. Per the Substance Abuse and Mental Health Services Administration (SAMHSA), peer support workers are people who have been successful in the recovery process who then help others experiencing similar situations. Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of relapse. Within the traditional mental health setting, adding just one peer supporter to the team can improve participant engagement and outcomes. And peer support services can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking a successful, sustained recovery process. Our services are available to anyone in Los Angeles County free of charge:

**SUPPORT GROUPS:** The CORE program offers over 120 weekly support groups in-person and online throughout Los Angeles serving over 1,750 people a month. They are 1-2 hours once a week and are led by volunteers.

**WARM LINE:** Los Angeles County's first after-hours telephone line for mental health. Operated by trained peer supporters using a toll-free number operating seven days a week.

**PEER RESPITE:** Hacienda of Hope offers a safe alternative to emergency hospitalization for individuals experiencing a stressful life event or crisis. This short-term respite home accommodates up to 10 guests as they work on individualized wellness and recovery plans and connect with local resources. It also offers support groups for individuals within the community. A second respite home is planned to open in South Los Angeles October 1, 2025.

**SPANISH LANGUAGE PROGRAM:** Is a multi-service Spanish language program which provides a range of services to the underserved Latino community. Over 200 people a month benefit from workshops, groups and one-on-one assistance with employment, housing, and social connectedness. The program also outreaches the local community in schools, churches, and community centers.

**COMMUNITY INTEGRATION PROGRAM:** Helps almost 200 people in locked settings a month. A Peer Mentor serves as a bridge and assists in creating a plan for returning to the community which incorporates housing, social support and securing resources.

**THE TRAINING INSTITUTE:** Project Return Peer Support Network has been a leader in peer-run trainings since 2008. Most recently, PRPSN was awarded to become the training and certification hub for the Wellness Recovery Action Plan on the West Coast. Additional training topics include Hearing Distressing Voices (a simulation), Motivational Interviewing, Harm Reduction, Principle-Guided Decision Making, amongst other topics.

**CALIFORNIA ACADEMY OF PEER SUPPORT SPECIALISTS (CAPS)** is a Medi-Cal Peer Support Specialist training that is a statewide joint venture between Project Return Peer Support Network and Mental Health America of California. CAPS is a CALMHSA-approved training vendor preparing peers to take the California Medi-Cal Peer Support Specialist Certification Exam.

**REENTRY SERVICES: PEERS (Peer Empowerment, Education and Re-Entry Services)** Offers an array of support groups and system navigation services for justice-involved peers provided by peers with similar lived experience.

As a peer-run organization where staff and "Members" (service recipients) have lived-experience of mental health challenges in the specific communities identified by Tri-City, we are uniquely positioned to connect, explore, and echo these voices. Project Return is already present in the Tri-City Mental Health region. It currently operates two peer-run support groups at Tri-City Wellness: Color Me Calm and Class of Positivity, a "fun activities" group at Residence in West Covina. Our Service Area 3 regional coordinator is a former service recipient of Tri-City Wellness and is bilingual in Spanish and English.

RFP NO. 2025-0802

**ATTACHMENT B**

**PROPOSER'S REFERENCES AND SUBCONTRACTORS**

Company Name: Project Return Peer Support Network	Address: 2677 Zoe Ave., Suite 304, Huntington Park, CA 90255
Owner, Principal Officer: Guyton Colantuono, ED	Headquarters Location/Date of Establishment: Huntington Park, 2011
Email: gcolantuono@prpsn.org	Website: https://prpsn.org
Phone: (661) 406-9780	Fax: (323) 346-0966

1. List license(s) and corresponding numbers/classification applicable or required for the Scope of Work of this Proposal:

Medi-Cal Peer Support Specialist Certification, WRAP Facilitator

2. Have you ever operated this business under a different name? Yes  No

If yes, please explain:

Project Return Peer Support Network used to be a program of Mental Health America Los Angeles, established in 1980. It become its own independent 503 (c) in 2011.

3. **Ongoing Legal Proceedings:** Provide details on any litigation in which you/your company have been the subject of a lawsuit in the past five (5) years. If none, then write "NONE."

None

4. Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the following space:

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[Continued on Page 2]

**RFP NO. 2025-0802**

**List references** for projects of similar size and scope of work for this Proposal that you/your company are/is currently *working on or has completed* in the last 5 years:

1. Agency Name: Tri-City Mental Health Authority Contact Name: Paulina Ale  
 Contact e-mail: pale@tricitymhs.org Contact Phone: (909) 326-4634  
 Scope of Work: Peer facilitators for the Community Planning Process - Innovations Project  


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 Agreement Amount: \$80,000 Agreement Start/End Date: July 1, 2024-June 30, 2026
  
2. Agency Name: California Association of Mental Health Peer-Run Organizations Contact Name: Andrea Wagner  
 Contact e-mail: lavoywagner@gmail.com Contact Phone: (530)354-3024  
 Scope of Work: Facilitators for Lived Experience, Advocacy, and Diversity (LEAD) Program  


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 Agreement Amount: \$30,000 Agreement Start/End Date: July 1, 2020-June 30, 2021
  
3. Agency Name: District 1199 C Training & Upgrading Fund Contact Name: Nancy Gentile  
 Contact e-mail: ngentile@1199ctraining.org Contact Phone: (215) 568-2220  
 Scope of Work: Enroll Peer Support Specialist graduates in six-month department of labor apprentice program.  


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 Agreement Amount: Up to \$30,000 Agreement Start/End Date: March 21, 2025-December 31, 2025
  
4. Agency Name: Advocates for Human Potential Contact Name: Lynn Miller  
 Contact e-mail: lmiller@ahpnet.com Contact Phone: 717.847.8811  
 Scope of Work: PRPSN is a Licensee, a non-exclusive, non-transferable license, to use the Licensed Material solely to advertise and facilitate WRAP trainings or workshops within the West Coast territory.  


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 Agreement Amount: 90% of referred business Agreement Start/End Date: March 2025-March 2028
  
5. Agency Name: Friends Outside Los Angeles Contact Name: Luis B. Castañón, Ed.D.  
 Contact e-mail: lcastanon@friendsoutsidela.org Contact Phone: 310-430-6964  
 Scope of Work: The Work Mindset program is a project aimed at providing educational and training resources to incarcerated individuals at Men's Central Jail, specifically focused on helping them identify their interests and skills and introducing them to ind.  


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 Agreement Amount: \$22,500 Agreement Start/End Date: July 1, 2024 - June 30, 2025

**Subcontractors** to be utilized, if applicable:

1. Agency Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
 Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_

RFP NO. 2025-0802

**ATTACHMENT C****PROPOSER COMPANY WORK PROCESS INFORMATION**

As part of Proposal, Proposers are required to respond to the following questions:

1. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget:

Project Return Peer Support Network (PRPSN) has participated in a myriad of projects that are similar in scope, size and purpose. Most recently, PRPSN completed a year long project with Friends Outside in Los Angeles County. We were contracted to serve 25 incarcerated individuals in Los Angeles County correctional facilities to provide pre-vocational education and training. This required working one-on-one with individuals to develop a personalized plan as well that helped them identify their interests and skills, explore career pathways and prepare for the workforce.

Since 2013, PRPSN has contracted with LA County Department of Mental Health to serve ten individuals each day in our peer-run respite house. The program is for individuals who are in crisis but don't meet criteria for hospitalization. Part of the three-day to two-week stay involves working one-on-one with "guests" to complete a Wellness Recovery Action Plan, part of which includes an Advance Directive. In the 24-25 FY we had 212 guests. In June, Advocates for Human Potential, awarded PRPSN as the leading West Coast training and licensing agency for WRAP. Already, over fifty individuals have completed training to become WRAP facilitators, allowing them to assist individuals in creating a WRAP plan which includes an advance directive. PRPSN also has the capability to "train the trainer" and will contract with interested agencies on the west coast as well as Nevada, Arizona, Colorado and New Mexico.

PRPSN is in its second year of the CPP Innovations Project with Tri-City Mental Health Authority. This project required facilitating a variety of focus groups of special populations identified by Tri-City. Part of the process was working individually to navigate a digital survey on a tablet. Now in its second year, PRPSN is assisting with facilitation of two cohorts of community members looking to increase their involvement and advocacy efforts within Tri-City.

[Continued on Page 2]

RFP NO. 2025-0802

**ATTACHMENT D**  
**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 Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

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We **have no** exceptions to any other section of the RFP document or Independent Contractor Agreement.

We **have** exceptions to the RFP document or Independent Contractor Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

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**RFP NO. 2025-0802**

2. Provide a written plan detailing the timeline for fieldwork and completion of the Consultant for PADs Phase II Project, and description of tasks to carry out in accomplishing the scope of work, deliverables, and responsibilities under this RFP:

The first task for PRPSN to complete in October 2025 is training and onboarding. Four PRPSN staff will participate in required PAD facilitation training, provided by or coordinated by Tri-City and its subcontractors. Throughout the contract, PRPSN will meet weekly with Tri-City's innovation team to check-in, provide updates, receive cross-sector partners for referrals including those from crisis response teams, law enforcement and first responders, probation and re-entry programs, hospitals, outreach teams and shelter providers, and other mental health programs. The team will refer individuals to Tri-City when additional mental health services or community supports are needed. Early on, PRPSN will also work with Tri-City to create an outreach flyer that includes a program overview and eligibility, contact information, instructions on how to schedule a PAD appointment, and details on drop-in hours and locations. PRPSN will distribute materials both digitally and physically at community hubs such as clinics, shelters and wellness centers. PRPSN certified peer support specialists will be available 20 hours weekly to facilitate the creation of PADs, respond to inquires from participants in a timely fashion, be available for short-notice participant requests. We will also provide one-on-one PAD facilitation by traveling to meet individuals in community-based locations of their choosing within Claremont, La Verne and Pomona. The team can offer flexible scheduling and provide peer support throughout the PAD process. PRPSN's model for peer support is trauma-informed, culturally responsive, and nonclinical in nature which allows for rapport building, a decrease in stigma and increase in trust. PRPSN staff will also assist individuals with digital literacy—navigating a tablet, internet browser and creating an email account. They will also be available after the creation of the PAD to update or modify an existing PAD. PRPSN will track and report engagement metrics throughout the duration of the contract including number of community presentations conducted, number of individuals who completed PAD, number of individuals who received one-on-one peer support, feedback from participants, barriers or successes. A montly report will be submitted to Tri-City summarizing activities, trends, and outcomes. All activities will be completed by June 30, 2027.

**PLEASE ATTACH ANY ADDITIONAL INFORMATION OR DOCUMENTS RELATED TO YOU/YOUR COMPANY'S WORK PROCESS INFORMATION AS REQUIRED UNDER SECTION V.C.3 OF THIS RFP DOCUMENT.**

TRI-CITY MENTAL HEALTH AUTHORITY

HOPE. WELLNESS. COMMUNITY. **Let's find it together.**

**RFP NO. 2025-0802**

**ATTACHMENT E**  
**PROPOSER PRICE PROPOSAL**

To ensure consistency and for proper analysis, cost/pricing submission should follow the format reflected and completed in its entirety. The Proposer should consider the Scope of Services as set forth in **Section III** and as required under **Section V.C.5** of this RFP.

The hourly rates shall include any required overhead or internal administrative services. Overtime, double-time, holiday pay, shall be calculated per the Department of Industrial Relations Prevailing Wage Labor Code, if applicable. Please include the billable hour for time and materials per assigned project manager or employees OR final price at the bottom of your cost Proposal as a total not-to-exceed amount to implement the Proposal. The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to complete the scope of services or expected number of hours with hourly rate. The cost for the Scope of Services as stated in the Request for Proposals documents shall be a lump sum, as follows:

ITEM	COST PROPOSAL	
	FEE RATES	ALL INCLUSIVE ANNUAL MAXIMUM FEE
OWNER/PRINCIPAL	\$ 60.00	\$5,760
MANAGER	\$ 50.00	\$12,000
STAFF	\$ 40.00	\$38,400
SUBCONTRACTOR	\$	\$
Miscellaneous (Attach Detailed Description)	\$ 6,904	\$9,210
TOTAL FISCAL YEAR 2025-26	\$	\$ 49,024
TOTAL FISCAL YEAR 2026-27	\$	\$65,370

Company Name: Project Return Peer Support Network

Name of Authorized Representative: Anna Littleford

Authorized Representative Signature: *Anna Littleford*

Date: 08/26/2025

Tri-City MHSA – PADS – Project Return Peer Support Network

Attachment E.a. Proposed Budget – Miscellaneous

PRPSN	Year 1	Year 2
<b>PROPOSED BUDGET October 1, 2025-June 30, 2027</b>		
<b>EXPENDITURE:</b>		
<b>Mileage</b> (3 trips to Tri City a week - 240 miles a week from PRPSN headquarters at .70 a mile)	\$6,048	\$8,064
<b>Office Supplies</b> (printing, misc)	\$256	\$346
<b>Telephone &amp; Communication</b> (1 cell phone designated to PADS project)	\$600	\$800
<b>TOTAL EXPENDITURE</b>	<b>\$6,904</b>	<b>\$9210</b>

## EXHIBIT C

### BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 17th day of September, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and PROJECT RETURN PEER SUPPORT NETWORK (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

### RECITALS

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

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

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

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

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

### AGREEMENT

#### **I. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

**G. Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA

or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

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

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

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

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

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

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

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

**V. Term and Termination.**

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

**B. Termination.**

**1. Material Breach by BA.** Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA

within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

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

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

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

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

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

the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

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

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

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

**If to BA:** Project Return Peer Support Network  
2677 Zoe Avenue, Ste 304, Huntington Park,  
CA 90255  
Attn: Executive Director

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

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

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

**XIII. Entire Agreement of the Parties.** This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

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

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

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

**AGREED AND ACCEPTED:**

TRI-CITY MENTAL HEALTH  
AUTHORITY

PROJECT RETURN PEER SUPPORT  
NETWORK

\_\_\_\_\_  
**Name of Covered Entity**

\_\_\_\_\_  
**Name of Business Associate**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

Ontson Placide  
\_\_\_\_\_  
**Print Name**

Guyton Colantuono  
\_\_\_\_\_  
**Print Name**

Executive Director  
\_\_\_\_\_  
**Print Title**

Executive Director  
\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**EXHIBIT D**

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

PROJECT RETURN PEER SUPPORT NETWORK

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Contractor’s Name	Last	First
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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 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.

Guyton Colantuono,  
Executive Director

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Date	Contractor or Vendor’s Name	Signature
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Ontson Placide, Executive Director

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Date	TCMHA Executive Official’s Name	Signature
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**DISTRIBUTION:**

COPIES: Contractor  
Finance