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TRI-CITY MENTAL HEALTH AUTHORITY

AGENDA

GOVERNING BOARD REGULAR MEETING

WEDNESDAY, OCTOBER 15, 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)

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

[https://tricitymhs-
org.zoom.us/j/88421092631?pwd=BwlqzrV_nJkxYPpchrFC4Z4GJ3ks6A6.g
C-4zVioEaHZE2WT](https://tricitymhs-org.zoom.us/j/88421092631?pwd=BwlqzrV_nJkxYPpchrFC4Z4GJ3ks6A6.gC-4zVioEaHZE2WT)
Passcode: awFL+Wy4

Administrative Office

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

Clinical Office / Adult

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

Clinical Office / Child & Fam

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

MHSA Administrative Office

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

Wellness Center

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

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

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

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

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

Written participation: you may also submit a comment by writing an email to molmos@tricitymhs.org. 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>

PRESENTATION**SURVEY RESULTS OF THE COMMUNITY PLANNING PROCESS INNOVATION PROJECT****CONSENT CALENDAR****1. APPROVAL OF MINUTES OF THE SEPTEMBER 17, 2025, REGULAR MEETING OF THE GOVERNING BOARD**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of September 17, 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. 817 APPROVING THE REVISED JOB DESCRIPTION OF THE HUMAN RESOURCES ANALYST CLASSIFICATION, EFFECTIVE OCTOBER 15, 2025

Recommendation: “A motion to adopt Resolution No. 817 approving the revised Job Description of the HR Analyst Classification effective October 15, 2025.”

9. CONSIDERATION OF RESOLUTION NO. 818 ADOPTING THE POLICY AND PROCEDURE FOR THE DEVELOPMENT, APPROVAL, AND DISSEMINATION OF POLICIES AND PROCEDURES, EFFECTIVE OCTOBER 15, 2025

Recommendation: “A motion to adopt Resolution No. 818 establishing the new Policy and Procedure for the Development, Approval and Dissemination of the Authority's Policies and Procedures, effective October 15, 2025.”

NEW BUSINESS**10. CONSIDERATION OF RESOLUTION NO. 819 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH JAMBOREE HOUSING CORPORATION FOR TCMHA TO PROVIDE MENTAL HEALTH SERVICES TO THE RESIDENTS OF LARKIN PLACE, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MOU EFFECTIVE OCTOBER 15, 2025**

Recommendation: “A motion to adopt Resolution No. 819 approving the MOU with Jamboree Housing Corporation for TCMHA to provide mental health services to the residents of Larking Place, a Permanent Supportive Housing property located in the City of Claremont, and authorizing the Executive Director to execute said MOU.”

11. CONSIDERATION OF RESOLUTION NO. 820 APPROVING THE PURCHASE OF REAL ESTATE PROPERTY LOCATED AT 431 W. BASELINE ROAD, CLAREMONT, CALIFORNIA, IN THE AMOUNT OF \$3.4 MILLION, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTIONS AND EXECUTE ALL NECESSARY DOCUMENTS

Recommendation: “A motion to adopt Resolution No. 820 authorizing the Executive Director to execute the Agreement effectuating the purchase of the Real Estate Property located at 431 W. Baseline Road in Claremont, California.”

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:

CONFERENCE WITH LEGAL COUNSEL – PENDING 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, November 19, 2025 at 5:00 p.m.** in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD SEPTEMBER 17, 2025 – 5:00 P.M.

The Governing Board Regular Meeting was held on Wednesday, September 17, 2025, at 5:00 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

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

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

GOVERNING BOARD

PRESENT: 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 5:12pm)
Wendy Lau, City of La Verne, Vice-Chair
Jaime Earl, City of Claremont, Alternate Board Member

ABSENT: Jed Leano, City of Claremont, Chair

STAFF:

PRESENT: Steven Flower, General Counsel
Diana Acosta, Chief Financial Officer
Elizabeth Renteria, Chief Clinical Officer
Natalie Majors-Stewart, Chief Compliance Officer
Seeyam Teimoori, Medical Director
Micaela P. Olmos, JPA Administrator/Clerk

ABSENT: Ontson Placide, Executive Director
Dana Barford, Director of MHSA & Ethnic Services

CONSENT CALENDAR

Board Member Lantz requested to pull Item Nos. 6 and 11 from Consent Calendar for discussion.

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

There being no further comment, Board Member Cocrkell moved, and Alternate Board Member Earl seconded, to approve the Consent Calendar Item Nos. 1-15, except Nos. 6 and 11. The motion was carried by the following vote: Alternate Board Member Earl; Board Members Canales,

AGENDA ITEM NO. 1

Cockrell, Grajeda, and Lantz; and Vice-Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole and Chair Leano.

1. APPROVAL OF MINUTES FROM THE JULY 16, 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.”

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."

- 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

Agenda Item Nos. 6 and 11 were pulled out of order from Consent Calendar for discussion.

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

Board Member Lantz expressed unfamiliarity with Together for Change and sought clarification. WET Supervisor Colt explained the program was part of TCMHA's Community Planning Process under Innovations that convened focus groups composed of community members and community-based organizations, noting that the purpose of the sessions were to identify challenges within the community and gather feedback on what services and improvements residents would like to see from TCMHA, and that the meetings were ongoing and served as a foundational element in shaping future programming.

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

The staff monthly report was received and filed.

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

Board Member Lantz inquired about which TCMHA facilities CentreScapes, Inc. currently services. Chief Financial Officer Acosta replied the Clinic at 2008 N Garey Avenue, Therapeutic Community Garden, Wellness Center, and MHSA Office at 2002 N Garey Avenue.

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

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

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

Controller Bogle reported that Relias eLearning service program was utilized across TCMHA to support both mandatory Human Resources trainings and clinically related educational modules offering 6,300 different training courses, covering topics such as sexual harassment prevention, cultural competency, and accounting-specific content, and explained that TCMHA brought the contract renewal back to the Board for approval due to its 60-month term, which exceeds the standard threshold for automatic approval. He explained the total cost for the first year was

approximately \$42,020.18, with a contractual clause allowing for an annual increase not to exceed 5%, noting that historical data supported this projection, showing a consistent 5% increase year-over-year. He pointed out that although the exact annual price increase had not been locked in, the vendor was not authorized under the contract to exceed the 5% cap.

Vice-Chair Lau inquired if the listed approximate cost of \$42,000 applied to the entire term or just the first year. Controller Bogle clarified that it is for the first year with a subsequent 5% annual increase.

Board Member Lantz questioned the use of the term “approximate” and requested that Resolution be revised to reflect the exact cost for the first year and the annual increases. Controller Bogle apologized for the confusion and pointed out that it would be corrected. JPA Administrator/Clerk Olmos confirmed this adjustment would be reflected in the Resolution.

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

There being no further discussion, Board Member Lantz moved, and Board Member Canales seconded, to adopt Resolution No. 811 with the revised cost language, approving the 5-Year E-Learning Services Agreement 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. The motion was carried by the following vote: Alternate Board Member Earl; Board Members Canales, Cockrell, Grajeda, and Lantz; and Vice-Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole and Chair Leano.

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

Chief Clinical Officer Renteria reported that TCMHA would like to continue to retain the services of Capstone Solutions Consulting Group, for services focusing on the operational aspects of drug medication management, noting that the emphasis would be placed on strategic planning aimed at strengthening collaboration with the Los Angeles County Department of Mental Health (LACDMH). She explained the goal was to expand TCMHA’s capacity to engage in both state and federal initiatives, thereby increasing its funding base and that Capstone was expected to provide general advisory services to support ongoing program development during an important time given the significant changes brought about by the upcoming implementation of the Behavioral Health Services Act (BHSA) which had begun to impact service delivery. She also pointed out that TCMHA aimed to ensure that its program designs are aligned with long-term sustainability goals and that all applications and strategic decisions were made with clarity and foresight.

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

There being no further comment, Board Member Grajeda moved, and Board Member Cockrell seconded, to approve 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. The motion was carried by the following vote: Alternate Board Member Earl;

Board Members Canales, Cockrell, Grajeda, and Lantz; and Vice-Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Board Member Ontiveros-Cole and Chair Leano.

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

Human Resources Director Torregano reported that TCMHA wishes to continue to retain legal services with Liebert Cassidy Whitmore (LCW), the employment services law firm that provides training and legal consultation. She explained that while a contract for training services had been renewed in July, this agreement is specifically for LCW's legal consultation and litigation services for labor-related matters; and that staff were proposing entering into a new agreement retroactive to July 1, 2025, for a three-year term, with an option to extend for an additional two years. She then explained that the new agreement included two key changes: 1) LCW had revised its fee schedule; 2) the firm had introduced an Artificial Intelligence (AI) clause for their use of Lexis AI; however, all outputs would remain under attorney oversight and that clause was designed to protect confidentiality and ensure thorough review to prevent errors and bias. She noted that the cost of these services had already been accounted for in the 2025 budget adopted in July.

At 5:12 p.m., Board Member Ontiveros-Cole arrived at the meeting.

Vice-Chair Lau inquired for the reason the contract with LCW had not been renewed promptly following its expiration in June, and if there had been a lapse in services. HR Director Torregano explained that LCW had not notified the organization until recently, which delayed the renewal process, noting that LCW's professional legal services had not lapsed.

Discussion ensued regarding the importance of ensuring timely communication from LCW regarding contract expirations and related updates moving forward; about LCW not being engaged for recent litigation matters; about the use of AI platforms and potential exposure of confidential information, which it was noted that provisions were in place to ensure that AI-assisted research and drafting remained under attorney oversight, with confidentiality protections in place, as any misuse would constitute a violation of the confidentiality agreement.

Vice-Chair Lau sought clarification whether the \$5 million insurance policy was sufficient to cover the exposure of confidential information, and if the AI clause was also sufficient. General Counsel Flower stated that such legal services agreements typically focus more on disclosure than comprehensive protection, and acknowledged that although the use AI ventured into new and unfamiliar territory, the clause was more robust than similar provisions seen in the past and was deemed acceptable, and that the \$5 million coverage was appropriate.

Vice-Chair Lau opened the meeting for public comment; and there was none.

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

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

Human Resources Director Torregano reported that Gallagher Benefit Services, formerly Koff and Associates, had been engaged to provide classification and compensation study support, noting that their services had been previously used in 2023 for similar research and TCMHA was now seeking Gallagher's assistance again in developing new job classifications in preparation for the MHS to BHS transition. She explained that as part of the governing board approved fiscal year budget, 18 new positions had been authorized, noting that these roles that had not previously existed at TCMHA and staff were seeking Gallagher to create job descriptions and conduct a classification study for these positions in the amount of \$22,260, for a 6 to 12-week project.

Board Member Lantz advised that in addition to surveying new positions, existing roles should also be reviewed to ensure alignment with TCMHA's status as a government agency. She emphasized that comparisons should be made with other governmental entities rather than nonprofit social service agencies. Human Resources Director Torregano confirmed that Gallagher had experience working with public sector organizations and that the job descriptions would reflect the unique requirements of TCMHA's operational requirements.

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

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

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

Chief Financial Officer Diana Acosta informed the board that while TCMHA continued to search for additional space, the City of Claremont had allowed the current Lease to be renewed on a month-to-month basis for up to one year. Vice-Chair Lau inquired regarding the notice requirement for termination or changes to the Lease. Chief Financial Officer Acosta replied that a 30-day notice was required.

Vice-Chair Lau opened the meeting for public comment; and there was none.

There being no further comment, Board Member Grajeda moved, and Board Member Ontiveros-Cole seconded, to approve 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. The motion was carried by the following vote: Alternate Board Member Earl; Board

Members Canales, Cockrell, Grajeda, Lantz, Ontiveros-Cole, and Vice-Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Chair Leano.

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

MHSA Program Coordinator Ale reported that Project Return Peer Support Network (PRPSN) had been selected to provide peer-led support to community members in developing and completing Phase II of the Psychiatric Advanced Directives (PADs) Project as part of the Multi-County Collaborative. She stated approval was sought to enter into an independent contractor agreement with PRPSN for Phase II of the initiative, which commenced on July 1, 2025; that the proposed contract was valued at \$114,394.00 and would cover a 21-month period from October 1, 2025, through June 30, 2027. She explained that while the original Innovation Project had proposed onboarding internal staff, TCMHA's Best Practices Department and legal counsel recommended utilizing a third-party provider to ensure compliance with regulatory principles.

Board Member Lantz asked what concerns led staff and legal counsel to prefer a third-party provider. Chief Compliance Officer Natalie Majors explained that since TCMHA is a 42 C.F.R. Part 2, covered entity, it was a strategic decision to use an intermediary to allow any member of the community to participate in the PADs project without being considered a TCMHA client under 42 C.F.R. Part 2; otherwise, anyone participating in the pilot project would be subject to 42 C.F.R. Part 2 regulations.

Board Member Lantz pointed out that while PADs Phase II extended to 2029, the contract shows that it would be only for two years, ending in 2027. MHSA Program Coordinator Ale explained that the intent was to allow flexibility to reassess the program at the end of the two-year mark and, if needed, to make any adjustments at that time. Board Member Lantz expressed concern that a lot of money had been spent on the PADs project without showing any results, and it had been a never-ending process which only showed a pattern of needing additional funding; therefore, she would not support the approval of the contract.

Board Member Canales inquired whether the pilot program operated on a year-to-year basis. MHSA Program Coordinator Ale responded that the goal was to present all data to the State of California by June 30, 2029, with the intention that the State would then offer the program to all counties, noting that at that point, TCMHA would no longer be involved in the project's implementation.

Vice-Chair Lau questioned the value of TCMHA's participation, and inquired what had TCMHA received in return and how other counties were responding. MHSA Program Coordinator Ale shared that 60 individuals had signed-up during beta testing, and presentations were being conducted with police departments; and that if the project is approved, a peer consultant would be involved to assist agencies within counties and collaborate with Pomona Valley Hospital. She also stated that options such as cards, dog tags, and searchable name databases for identification purpose were being developed in coordination with law enforcement. Vice-Chair Lau inquired about the results of the beta test. MHSA Program Coordinator Ale reported that while some participants were uncomfortable with certain questions, overall feedback was positive. She explained efforts were underway to implement automatic signature functionality in the system.

Vice-Chair Lau asked whether PVH had used the platform and found it helpful. MHSA Program Coordinator Ale clarified that testing had focused on sign-ups, and other counties had used printed versions with success, and that Phase II was currently focused on implementing the online version. Vice-Chair Lau also asked about the timeline for expanding implementation to eight counties and when usage data would be available. MHSA Program Coordinator Ale responded that a goal had been set for the number of PADs to be created, and the contractor had been asked to report any issues, noting that staff had discussed the plan to present the Board with data results. Vice-Chair Lau emphasized the need for the Governing Board to provide input and requested quarterly reports. MHSA Program Coordinator Ale confirmed that quarterly reports would be provided and noted that the funding had already been budgeted for Peer Support Services and reallocated to the contractor.

Board Member Canales inquired about the consequences of not seeing progress in the quarterly reports. General Counsel Flower confirmed that the agreement included a termination clause. WET Supervisor Colt explained that Innovation projects were learning-based and that conclusive data would not be available until the end of the project, noting that a report regarding Phase I of the project was expected within the next month, while Phase II data would be available at the project's conclusion in 2027.

Mental Health Commission Chair Henderson stated that Mental Health Commission Vice-Chair Wray Ryback, an employee at Pomona Valley Hospital, was also involved in the project.

Vice-Chair Lau reiterated the need for a formal status update moving forward. She then opened the meeting for public comment; and there was no public comment.

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

GOVERNING BOARD COMMENTS

There was no Governing Board comment.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Governing Board recessed to a Closed Session pursuant to: 1) Government Code § 54956.8, conference with real property negotiators, regarding real estate property located at 431 West Baseline Road, Claremont, CA 91711, with agency negotiators Ontson Placide and Diana Acosta, and negotiating party the Renken Company, under negotiation were the price and terms of payment; and 2) pursuant to Government Code § 54956.9(d)(2), conference with legal counsel regarding one case anticipating litigation due to significant exposure to litigation.

RECONVENE TO OPEN SESSION

At 6:35 p.m., the Governing Board reconvened to an Open Session.

CLOSED SESSION REPORT

There was no reportable action.

ADJOURNMENT

At 6:36 p.m., on consensus of the Governing Board its Regular Meeting of September 17, 2025, was adjourned. 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.

Micaela Perez Olmos, CPMC
JPA Administrador/Clerk

DRAFT



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

DATE: October 15, 2025
TO: Governing Board of Tri-City Mental Health Authority
FROM: Ontson Placide, LMFT, Executive Director
SUBJECT: Executive Director's Monthly Report

ONGOING AGENCY PLANNING

- The MHS to BHS planning process continues with organizing, compiling and completing the CA DHCS Integrated Plan. This is an all-department comprehensive process that requires dedicated leadership time to complete. Planning meetings with LACDMH are being arranged.
- Infrastructure Planning regarding new key admin positions as well as structural systems improvements (e.g. EHR, HRIS, Communication, and Financial) are in various development phases.

HUMAN RESOURCES

Staffing – Month Ending September 2025

- Total Staff is 222 full-time and 10 part-time plus 40 full-time vacancies 2 part-time vacancies for a total of 268 full-time equivalent positions.
- There were 12 new hires in September 2025.
- There were 3 separations in September 2025.

Workforce Demographics in September 2025

- American Indian or Alaska Native = 0.43%
- Asian = 6.90%
- Black or African American = 7.33%
- Hispanic or Latino = 64.66%
- Native Hawaiian or Other Pacific Islander = 0.43%
- Other = 2.59%
- Two or more races = 1.72%
- White or Caucasian = 15.95%

New Posted Positions in September 2025

- Clinical Therapist I/II - M CCP (2 FTEs)

- Clinical Supervisor I/II – M CCP (1 FTE)
- Peer Support Specialist I/II – M CCP (2 FTEs)
- Psychiatric Technician I/II – M CCP (3 FTEs)

TCMHA HIRING EVENT FINAL UPDATE

Following the success of Tri-City's first Hiring Event in over six years, held on June 25, 2025, we are pleased to share that approximately 8 - 10 candidates from the event have now joined Tri-City as new hires. This outcome reflects our continued commitment to attracting diverse, qualified talent that aligns with Tri-City's mission and values. We extend our gratitude to the Hiring Event Committee, panel members, and volunteers whose collaboration and dedication made this milestone possible.

NATIONAL & STATEWIDE UPDATES IN BEHAVIORAL HEALTH

Federal Funding/Medicaid

Recent Trump Administration Policies that Impact Health Coverage and Care for Immigrant Families- Immigrants form a growing share of the U.S. population and workforce, and as of 2024, there were over 50 million immigrants residing in the country. President Trump's agenda has focused on restricting immigration and enhancing immigration enforcement, which research shows has negative impacts on the mental and physical health of immigrant families, including the millions of U.S. citizen children living in them, as well as broader economic effects on communities. The Trump administration and Congress also have made policy changes that further restrict access to health coverage and care for immigrant families. [Kaiser Family Foundation](#)

Democrats want health care tax credits to end the shutdown. Why the GOP says not yet.- For months, as the expiration of health insurance subsidies loomed, state health insurance commissioners warned Congress that millions of middle-class Americans were likely to see their insurance premiums double or triple. Now, Washington is at a stalemate. The government has closed. Democrats say Congress needs to permanently extend the credits now before open enrollment for state health insurance marketplaces begins Nov. 1. Republicans say they will not discuss health policy as part of a bill to reopen the government and can deal with the subsidies before they expire Dec. 31 [USA Today](#)

Mental Health

California Men's Service Challenge looks to tackle the mental health crisis among young men- The California Men's Service Challenge, launched in September 2025, is primarily seeking young men to serve as mentors, coaches, and tutors for boys. Josh Fryday, California's Chief Service Officer, gives some tips on how to support boys and young men. [CBS Los Angeles](#)

Few Psychologists Can Prescribe in the US — But That’s Starting to Change- A small but lively movement in state legislatures may add a new player to the mental health prescriber team. Several states have recently considered giving specialized psychologists the authority to prescribe and manage patients treated with mental health-related medications. Last year, Utah became the seventh state to create such licensure. Advocates for the creation of this type of clinical role say the present shortage and a looming shortfall of psychiatrists and other doctors with similar authorities create a crying need for more clinicians who are specialized in treating mental health issues with pharmaceuticals. [Behavioral Health Business](#)

Homelessness

Hundreds of Angelenos in recuperative care facilities face homelessness after Health Net ends contract- Hundreds of people living in Soul Housing recuperative care facilities across Los Angeles County are expected to be discharged this week after their health insurance plan ended its contract with the company, according to the nonprofit agency. There appears to be no clear plan for where most of those residents will go next. The likely mass exodus comes after health insurance plan Health Net terminated its contract with nonprofit Soul Housing, which was — until recently — L.A. County’s largest recuperative care provider, with more than 1,300 beds across 16 facilities. Recuperative care facilities are meant to provide medical stabilization and housing, often for people leaving hospitals who are too sick to be on the street. Soul Housing has provided that care through the state’s expanded Medi-CAL initiative, known as CalAIM. [LAist](#)

END>>>>>



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: October 15, 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

UNAUDITED FINANCIAL STATEMENTS FOR THE TWO MONTHS ENDED AUGUST 31, 2025 (2026 FISCAL YEAR-TO-DATE)

The financials presented herein are the PRELIMINARY and unaudited financial statements for the two months ended August 31, 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 \$10.0 million. MHSA operations accounted for approximately \$10.3 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 2025, Tri-City received MHSA funding of approximately \$21.4 million, of which \$12.9 million were for approved programs for fiscal 2025-26 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2025. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2025-26. In addition, during this current fiscal year 2025-26 approximately \$4.1 million in MHSA funding has been received of which \$0.8 million was identified and approved for use in the current fiscal year 2025-26 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$13.7 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 decrease in net position of approximately \$292 thousand is from Clinic outpatient operations, which is the result of operations for the two months ended August 31, 2025 which includes one-time payments made at the beginning of the year.

The total cash balance at August 31, 2025 was approximately \$70.4 million, which represents an increase of approximately \$732 thousand from the June 30, 2025 balance

of approximately \$69.6 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$1.4 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately \$706 thousand, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in MHSA cash reflects the receipt of approximately \$4.1 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$754 thousand in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the two months ended August 31, 2025.

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 has been received and management is working on the appropriate responses with the final report due in December 2025

Internal

- Preparation for the BHSA Integrated Plan

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 two months ended August 31, 2025.

	MHSA
Cash at August 31, 2025	\$ 52,004,903
Receivables net of Reserve for Cost Report Settlements	918,904
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2024-25	(22,862,510) **
Reserved for future CFTN Projects	(6,417,848)
Total Estimated Adjustments to Cash	<u>(30,561,454)</u>
Estimated Available at June 30, 2026	<u>\$ 21,443,449</u>
Estimated remaining MHSA funds to be received in FY 2025-26	\$ 11,092,198

* 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, 2026, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2026.

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.

Governing Board of Tri-City Mental Health Authority
Ontson Placide, LMFT, Executive Director
Monthly Staff Report of Diana Acosta
October 15, 2025
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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	16,870,739	77,854,693
Expended in:							
2017-18							-
2018-19	-						939,014
2019-20	1,290,269	-					9,028,103
2020-21	7,507,645	3,546,924	-				11,054,569
2021-22		5,746,558	3,676,533	-			9,423,091
2022-23			8,147,796	5,723,324	-		13,871,120
2023-24				7,528,711	4,245,936	-	11,774,647
2024-25 **					4,893,410	13,731,208	18,624,618
2025-26							-
Total Expended	8,797,914	9,293,482	11,824,329	13,252,035	9,139,346	13,731,208	74,715,162
Unspent Balance	-	-	-	-	-	3,139,531	3,139,531

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

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

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

As has been previously mentioned, management is in the process of leasing additional space at the Royalty building, we expect to bring a new lease to the Board for approval in the coming months.

Attachments

Attachment 3-A: August 31, 2025 Unaudited Monthly Financial Statements

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

	AT AUGUST 31, 2025			AT JUNE 30, 2025		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
Current Assets						
Cash	\$ 18,376,743	\$ 52,004,903	\$ 70,381,646	\$ 17,961,366	\$ 51,687,939	\$ 69,649,305
Accounts receivable, net of reserve for uncollectible accounts \$671,211 at August 31, 2025 and \$527,386 at June 30, 2025	4,123,732	5,124,450	9,248,182	5,537,192	4,375,601	9,912,793
	<u>22,500,475</u>	<u>57,129,353</u>	<u>79,629,828</u>	<u>23,498,558</u>	<u>56,063,540</u>	<u>79,562,098</u>
Property and Equipment						
Land, building, furniture and equipment	4,263,227	10,168,006	14,431,233	4,232,362	10,168,006	14,400,368
Accumulated depreciation	(2,965,427)	(5,270,148)	(8,235,575)	(2,942,061)	(5,194,991)	(8,137,053)
Rights of use assets-building lease	2,195,359	-	2,195,359	2,195,359	-	2,195,359
Accumulated amortization-building lease	(66,846)	-	(66,846)	-	-	-
Rights of use assets-SBITA	1,298,467	-	1,298,467	1,298,467	-	1,298,467
Accumulated amortization-SBITA	(897,052)	-	(897,052)	(897,052)	-	(897,052)
Total Property and Equipment	<u>3,827,728</u>	<u>4,897,857</u>	<u>8,725,586</u>	<u>3,887,075</u>	<u>4,973,014</u>	<u>8,860,089</u>
Other Assets						
Deposits and prepaid assets	783,579	62,745	846,324	124,101	62,745	186,846
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>4,611,307</u>	<u>7,760,602</u>	<u>12,371,910</u>	<u>4,011,176</u>	<u>7,835,759</u>	<u>11,846,935</u>
Total Assests	<u>27,111,782</u>	<u>64,889,955</u>	<u>92,001,737</u>	<u>27,509,734</u>	<u>63,899,299</u>	<u>91,409,033</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	5,355,114	-	5,355,114	5,355,114	-	5,355,114
Total Deferred Outflows of Resources	<u>5,355,114</u>	<u>-</u>	<u>5,355,114</u>	<u>5,355,114</u>	<u>-</u>	<u>5,355,114</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 32,466,896</u>	<u>\$ 64,889,955</u>	<u>\$ 97,356,851</u>	<u>\$ 32,864,848</u>	<u>\$ 63,899,299</u>	<u>\$ 96,764,147</u>
LIABILITIES						
Current Liabilities						
Accounts payable	1,456,176	50,813	1,506,989	624,755	552,315	1,177,070
Accrued payroll liabilities	767,440	-	767,440	117,583	350,534	468,118
Accrued vacation and sick leave	645,339	1,366,571	2,011,911	636,548	1,292,202	1,928,750
Deferred revenue	328,546	-	328,546	852,457	-	852,457
Reserve for Medi-Cal settlements	4,343,501	4,205,546	8,549,048	4,324,954	4,161,537	8,486,491
Current portion of lease liability	334,228	-	334,228	401,074	-	401,074
Current portion of SBITA liability	272,492	-	272,492	272,492	-	272,492
Total Current Liabilities	<u>8,147,723</u>	<u>5,622,930</u>	<u>13,770,654</u>	<u>7,229,863</u>	<u>6,356,588</u>	<u>13,586,452</u>
Intercompany Acct-MHSA & TCMH	(1,088,467)	1,088,467	-	(65,052)	65,052	-
Long-Term Liabilities						
Lease liability	1,794,285	-	1,794,285	1,794,285	-	1,794,285
SBITA liability	128,923	-	128,923	128,923	-	128,923
Net pension liability	9,878,611	-	9,878,611	9,878,611	-	9,878,611
Unearned MHSA revenue	-	9,649,887	9,649,887	-	6,358,247	6,358,247
Total Long-Term Liabilities	<u>11,801,819</u>	<u>9,649,887</u>	<u>21,451,706</u>	<u>11,801,819</u>	<u>6,358,247</u>	<u>18,160,066</u>
Total Liabilities	<u>18,861,075</u>	<u>16,361,284</u>	<u>35,222,359</u>	<u>18,966,630</u>	<u>12,779,888</u>	<u>31,746,518</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	12,920,180	12,920,180
Deferred inflows related to the net pension liability	66,044	-	66,044	66,044	-	66,044
Total Deferred Inflow of Resources	<u>66,044</u>	<u>-</u>	<u>66,044</u>	<u>66,044</u>	<u>12,920,180</u>	<u>12,986,224</u>
NET POSITION						
Invested in capital assets net of related debt	1,297,800	4,897,857	6,195,657	1,290,301	4,973,014	6,263,315
Restricted for MHSA programs	-	43,630,814	43,630,814	-	33,226,218	33,226,218
Unrestricted	12,241,976	-	12,241,976	12,541,872	-	12,541,872
Total Net Position	<u>13,539,776</u>	<u>48,528,671</u>	<u>62,068,448</u>	<u>13,832,173</u>	<u>38,199,232</u>	<u>52,031,405</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 32,466,896</u>	<u>\$ 64,889,955</u>	<u>\$ 97,356,851</u>	<u>\$ 32,864,848</u>	<u>\$ 63,899,299</u>	<u>\$ 96,764,147</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
TWO MONTHS ENDED AUGUST 31, 2025 AND 2024

	PERIOD ENDED 8/31/25			PERIOD ENDED 8/31/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
OPERATING REVENUES						
Medi-Cal FFP	\$ 755,492	\$ 1,066,160	\$ 1,821,652	\$ 569,879	\$ 813,823	\$ 1,383,702
Medi-Cal SGF-EPSDT	128,767	329,715	458,482	208,424	298,249	506,673
Medicare	3,037	1,798	4,835	1,064	503	1,567
Contracts	-	5,519	5,519	-	5,479	5,479
Rent income - TCMH & MHSA Housing	2,156	11,363	13,519	2,156	9,341	11,497
Other income	169	231	400	152	143	295
Net Operating Revenues	889,621	1,414,786	2,304,407	781,675	1,127,537	1,909,211
OPERATING EXPENSES						
Salaries, wages and benefits	1,818,788	3,958,751	5,777,538	1,433,395	3,439,783	4,873,178
Facility and equipment operating cost	104,563	560,433	664,997	110,084	235,166	345,250
Client lodging, transportation, and supply expense	2,920	28,512	31,432	1,869	410,018	411,888
Depreciation & amortization	53,581	111,788	165,368	49,690	98,980	148,670
Other operating expenses	174,836	464,537	639,372	151,562	418,831	570,393
Total Operating Expenses	2,154,687	5,124,021	7,278,708	1,746,600	4,602,779	6,349,379
OPERATING (LOSS) (Note 1)	(1,265,066)	(3,709,235)	(4,974,301)	(964,925)	(3,475,242)	(4,440,167)
Non-Operating Revenues (Expenses)						
Realignment	609,225	-	609,225	609,225	-	609,225
MHSA funds	-	13,692,292	13,692,292	-	15,778,238	15,778,238
Grants and Contracts	265,499	-	265,499	133,703	-	133,703
Interest Income net with FMV	97,945	346,382	444,327	70,168	287,834	358,002
Gain/(Loss) on disposal of assets	-	-	-	-	-	-
Total Non-Operating Revenues (Expense)	972,669	14,038,674	15,011,343	813,096	16,066,072	16,879,168
INCOME (LOSS)	(292,397)	10,329,439	10,037,042	(151,829)	12,590,830	12,439,000
INCREASE (DECREASE) IN NET POSITION	(292,397)	10,329,439	10,037,042	(151,829)	12,590,830	12,439,000
NET POSITION, BEGINNING OF YEAR	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
NET POSITION, END OF MONTH	\$ 13,539,776	\$ 48,528,671	\$ 62,068,448	\$ 9,868,469	\$ 44,930,012	\$ 54,798,481

(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
TWO MONTHS ENDED AUGUST 31, 2025 AND 2024**

	PERIOD ENDED 8/31/25			PERIOD ENDED 8/31/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 227,321	\$ 551,519	\$ 778,840	\$ 3,420,051	\$ 3,770,281	\$ 7,190,332
Cash payments to suppliers and contractors	(140,590)	(1,591,615)	(1,732,205)	(869,975)	(1,493,704)	(2,363,679)
Payments to employees	(1,160,140)	(4,234,915)	(5,395,056)	(1,354,114)	(3,169,462)	(4,523,577)
	<u>(1,073,409)</u>	<u>(5,275,011)</u>	<u>(6,348,421)</u>	<u>1,195,961</u>	<u>(892,885)</u>	<u>303,076</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	4,063,751	4,063,751	-	8,870,486	8,870,486
CalHFA-State Administered Projects	-	-	-	-	532	532
Realignment	2,287,601	-	2,287,601	609,225	-	609,225
Grants and Contracts	124,765	-	124,765	445,994	-	445,994
	<u>2,412,366</u>	<u>4,063,751</u>	<u>6,476,117</u>	<u>1,055,219</u>	<u>8,871,018</u>	<u>9,926,237</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(30,865)	-	(30,865)	(16,295)	(141,191)	(157,486)
Intercompany-MHSA & TCMH	(1,023,415)	1,023,415	-	(1,210,180)	1,210,180	-
	<u>(1,054,280)</u>	<u>1,023,415</u>	<u>(30,865)</u>	<u>(1,226,475)</u>	<u>1,068,989</u>	<u>(157,486)</u>
Cash Flows from Investing Activities						
Interest received	130,701	504,809	635,510	78,039	399,003	477,042
	<u>130,701</u>	<u>504,809</u>	<u>635,510</u>	<u>78,039</u>	<u>399,003</u>	<u>477,042</u>
Net Increase (Decrease) in Cash and Cash Equivalents	415,377	316,964	732,341	1,102,745	9,446,124	10,548,869
Cash Equivalents at Beginning of Year	17,961,366	51,687,939	69,649,305	11,061,930	36,745,684	47,807,614
Cash Equivalents at End of Month	<u>\$ 18,376,743</u>	<u>\$ 52,004,903</u>	<u>\$ 70,381,646</u>	<u>\$ 12,164,674</u>	<u>\$ 46,191,808</u>	<u>\$ 58,356,483</u>
Cash from the Balance Sheet	<u>18,376,743</u>	<u>52,004,903</u>	<u>70,381,646</u>	<u>12,164,674</u>	<u>46,191,809</u>	<u>58,356,483</u>
YTD Gain/(Loss) from GASB 31 Fair Market Value	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</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
TWO MONTHS ENDING AUGUST 31, 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
OPERATING REVENUES									
Medi-Cal FFP	\$ 823,873	\$ 1,481,640	\$ (657,766)	\$ 1,162,661	\$ 1,749,666	\$ (587,006)	\$ 1,986,534	\$ 3,231,306	\$ (1,244,772)
Medi-Cal SGF-EPSDT	140,422	151,112	(10,690)	359,559	379,065	(19,506)	499,981	530,177	(30,196)
Medicare	3,037	1,583	1,454	1,798	833	964	4,835	2,417	2,418
Contracts	-	-	-	5,519	-	5,519	5,519	-	5,519
Rent income - TCMH & MHSA Housing	2,156	2,256	(100)	11,363	15,437	(4,074)	13,519	17,693	(4,174)
Other income	169	-	169	231	-	231	400	-	400
Provision for contractual disallowances	(80,037)	(132,721)	52,685	(126,344)	(212,873)	86,529	(206,381)	(345,594)	139,214
Net Operating Revenues	889,621	1,503,870	(614,249)	1,414,786	1,932,128	(517,342)	2,304,407	3,435,998	(1,131,591)
OPERATING EXPENSES									
Salaries, wages and benefits	1,818,788	1,955,359	(136,571)	3,958,751	4,350,772	(392,021)	5,777,538	6,306,131	(528,592)
Facility and equipment operating cost	104,563	101,287	3,276	560,433	283,123	277,310	664,997	384,411	280,586
Client program costs	2,920	8,889	(5,970)	28,512	100,694	(72,181)	31,432	109,583	(78,151)
Grants	13,531	219,711	(206,180)	47,893	22,275	25,618	61,424	241,986	(180,562)
MHSA training/learning costs	-	-	-	-	16,162	(16,162)	-	16,162	(16,162)
Depreciation & amortization	53,581	30,237	23,344	111,788	101,551	10,237	165,368	131,788	33,581
Other operating expenses	161,304	118,166	43,138	416,644	398,475	18,169	577,948	516,642	61,307
Total Operating Expenses	2,154,687	2,433,649	(278,962)	5,124,021	5,273,052	(149,031)	7,278,708	7,706,701	(427,993)
OPERATING INCOME (LOSS)	(1,265,066)	(929,779)	(335,287)	(3,709,235)	(3,340,924)	(368,311)	(4,974,301)	(4,270,703)	(703,598)
Non-Operating Revenues (Expenses)									
Realignment	609,225	609,225	-	-	-	-	609,225	609,225	-
MHSA Funding	-	-	-	13,692,292	14,854,572	(1,162,280)	13,692,292	14,854,572	(1,162,280)
Grants and contracts	265,499	434,867	(169,368)	-	-	-	265,499	434,867	(169,368)
Interest (expense) income, net	97,945	79,030	18,915	346,382	370,270	(23,888)	444,327	449,300	(4,973)
Total Non-Operating Revenues (Expense)	972,669	1,123,123	(150,453)	14,038,674	15,224,842	(1,186,168)	15,011,343	16,347,965	(1,336,621)
INCREASE(DECREASE) IN NET POSITION	\$ (292,397)	\$ 193,344	\$ (485,741)	\$ 10,329,439	\$ 11,883,918	\$ (1,554,479)	\$ 10,037,042	\$ 12,077,262	\$ (2,040,219)

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TWO MONTHS ENDING AUGUST 31, 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 lower than the budget by \$1.1 million for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2025-26** were approximately \$1.2 million lower than the budget. Medi-Cal FFP revenues were \$658 thousand lower for TCMH and approximately \$587 thousand lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$463 thousand and the children program revenues were lower by \$194 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$436 thousand and the Children and TAY FSP programs were lower by \$151 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2025-26** were lower than budget by \$30 thousand of which \$11 thousand lower were from TCMH and \$19 thousand lower were from MHSA. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
- 3 Medicare revenues** are \$2 thousand higher than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are approximately \$6 thousand higher than the budget.
- 5 Rent Incomes** are lower than the budget by \$4 thousand. The rental income represents the payments collected from Genoa pharmacy for space leasing at the 2008 N. Garey Avenue and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2025-26 was lower than budget by \$139 thousand due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by approximately \$428 thousand for the following reasons:

- 1 Salaries and benefits** are \$529 thousand lower than budget and of that amount, salaries and benefits are approximately \$137 thousand lower for TCMH operations and are \$392 thousand lower for MHSA operations. These variances are due to the following:

TCMH salaries are lower than budget by \$189 thousand due to vacant positions. Benefits are higher than the budget by \$53 thousand

MHSA salaries are lower than budget by \$589 thousand. The direct program salary costs are lower by \$294 thousand due to vacant positions and the administrative salary costs are lower than budget by \$295 thousand. Benefits are higher than the budget by \$197 thousand due to the annual payment of CalPERS Unfunded Accrued Liability in July offset by lower health insurance of \$110 thousand, state unemployment insurance of \$30 thousand and medicare tax of \$11 thousand.
- 2 Facility and equipment operating costs** were higher than the budget by \$281 thousand of which \$3 thousand higher was from TCMH and \$277 thousand higher was from MHSA. Overall, furniture costs were higher than the budget by \$2 thousand, building and facility costs were higher by \$10 thousand, equipment costs were higher by \$269 thousand due to the replacement of new laptops for the all staff.
- 3 Client program costs** are lower than the budget by approximately \$78 thousand.
- 4 Grants for fiscal year 2025-26** are \$181 thousand 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.
- 5 MHSA learning and training costs** are \$16 thousand lower than the budget.
- 6 Depreciation and amortization** are approximately \$34 thousand higher than the budget.
- 7 Other operating expenses** were higher than the budget by \$61 thousand of which \$43 thousand higher were from TCMH and \$18 thousand higher were from MHSA. Overall, the higher costs were due to higher dues and subscription fees, security expense and liability insurance. These higher costs are offset with lower professional fees from MHSA.

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

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are lower than budget by \$1.3 million as follows:

- 1 **TCMH non-operating revenues** are approximately \$150 thousand lower than the budget. Of that, realignment fund was in line with the budget, grants and contracts were lower by \$169 thousand, and interest income net with interest expense were higher by \$19 thousand.
- 2 **MHSA non-operating revenue** is lower than the budget by approximately \$1.2 million.
In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 10,424,618	\$ 10,424,618	\$ -
PEI funds received and available to be spent	2,246,641	3,408,921	(1,162,280)
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	1,021,033	1,021,033	-
Non-operating revenues recorded	<u>\$ 13,692,292</u>	<u>\$ 14,854,572</u>	<u>\$ (1,162,280)</u>

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

PEI recorded revenue is lower than budget by approximately \$1.2 million. The difference is due to the amount received and available for the PEI plan through August 2025. The additional funds received during the fiscal year 2025-26 will be recorded as revenue up to the budgeted amount.

Interest income net with interest expense for MHSA were lower than budget by approximately \$24 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TWO MONTHS ENDED AUGUST 31, 2025 AND 2024

	PERIOD ENDED 8/31/25			PERIOD ENDED 8/31/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 755,492	\$ 1,066,160	\$ 1,821,652	\$ 569,879	\$ 813,823	\$ 1,383,702
Medi-Cal SGF-EPSTD	128,767	329,715	458,482	208,424	298,249	506,673
Medicare	3,037	1,798	4,835	1,064	503	1,567
Realignment	609,225	-	609,225	609,225	-	609,225
MHSA funds	-	13,692,292	13,692,292	-	15,778,238	15,778,238
Grants and contracts	265,499	5,519	271,018	133,703	5,479	139,181
Rent income - TCMH & MHSA Housing	2,156	11,363	13,519	2,156	9,341	11,497
Other income	169	231	400	152	143	295
Interest Income	97,945	346,382	444,327	70,168	287,834	358,002
Total Revenues	1,862,290	15,453,460	17,315,750	1,594,770	17,193,609	18,788,379
EXPENSES						
Salaries, wages and benefits	1,818,788	3,958,751	5,777,538	1,433,395	3,439,783	4,873,178
Facility and equipment operating cost	104,563	560,433	664,997	110,084	235,166	345,250
Client lodging, transportation, and supply expense	2,920	28,512	31,432	1,869	410,018	411,888
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Other operating expenses	174,836	464,537	639,372	151,562	418,831	570,393
Total Expenses	2,154,687	5,124,021	7,278,708	1,746,600	4,602,779	6,349,379
INCREASE (DECREASE) IN NET POSITION	(292,397)	10,329,439	10,037,042	(151,829)	12,590,830	12,439,000
NET POSITION, BEGINNING OF YEAR	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
NET POSITION, END OF MONTH	\$ 13,539,776	\$ 48,528,671	\$ 62,068,448	\$ 9,868,469	\$ 44,930,012	\$ 54,798,481

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:

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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.

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Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: October 15, 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

CLINICAL DEPARTMENT UPDATES AND HIGHLIGHTS PEER SUPPORT SPECIALISTS

Background and Program Evolution

Tri-City Mental Health Authority began formally integrating staff with lived experience into its workforce in 2017 under the title *Clinical Wellness Advocates*. At inception, the team comprised eight members: five serving Adult Outpatient Services and three supporting Children’s Outpatient Services. Since that time, the role of peers—individuals with lived experience of mental health and/or substance use challenges—has evolved significantly, both within Tri-City and across the State of California. Recognizing the unique value of Peer Support, the State has formally established the *Peer Support Specialist* as a certified role. These individuals draw on their personal recovery journeys to foster hope, resilience, and empowerment among the individuals they serve. They provide critical support through one-on-one coaching, mentorship, teaching and demonstration, and advocacy that promotes self-determination and recovery.

Growth and Impact

Over the past eight years, the Peer Support Specialist team at Tri-City has demonstrated tremendous impact across multiple domains—improving client engagement, supporting clinical teams, and contributing to the overall well-being of the Tri-City community. In recognition of this success, and in alignment with state-level certification standards, all current Peer Support Specialists at Tri-City are now California Mental Health Services Authority (CalMHSA) Certified Peer Support Specialists.

The team has expanded significantly—from the original eight positions to a current total of 15 Peer Support Specialist roles. These include:

- Adult Outpatient Services: 5 positions
- Children’s Outpatient Services: 4 positions
- Mobile Crisis Response: 4 positions
- Behavioral Health Student Services Act (BHSSA) Program: 2 positions

These roles comprise both full-time and part-time staff, all of whom are certified.

New Billing Capability

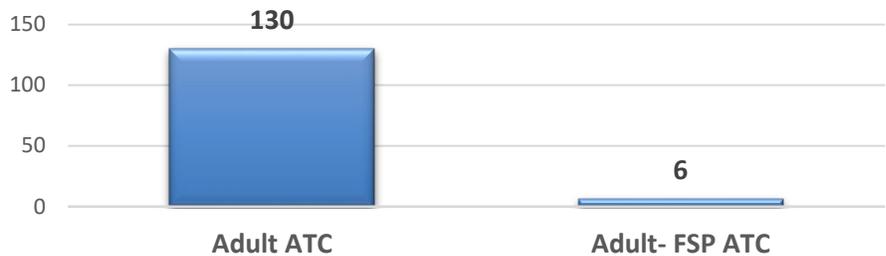
Importantly, with the establishment of the State certification program, Certified Peer Support Specialists are now eligible to bill Medi-Cal for qualifying services. This represents a major milestone in the professionalization and sustainability of the Peer Support workforce and supports the continued expansion of these critical services.

CLINICAL SUMMARY DATA

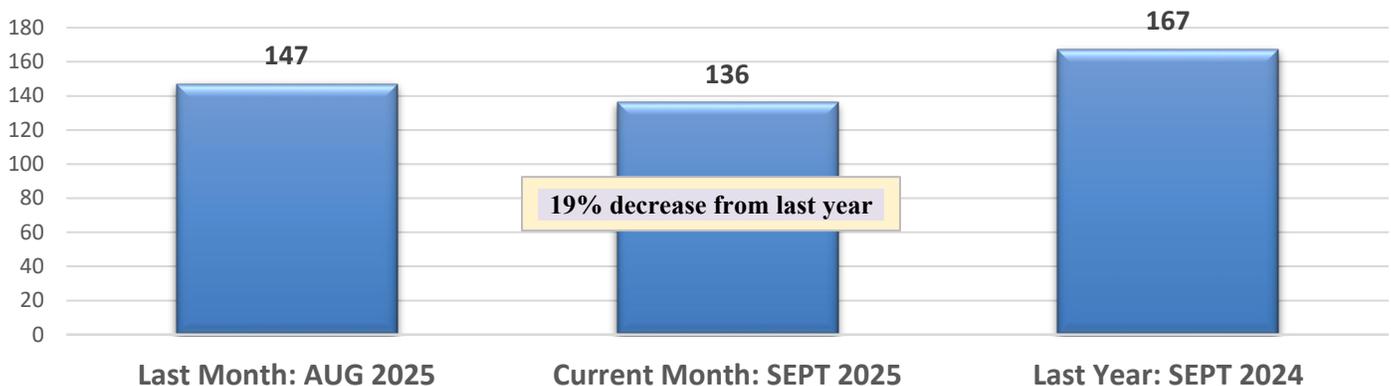
Adult Services September 2025

Total Number of completed Service Requests
136

Total Number of Service Requests by Program- AAOP



Service Requests (AAOP)- Time Based Comparison

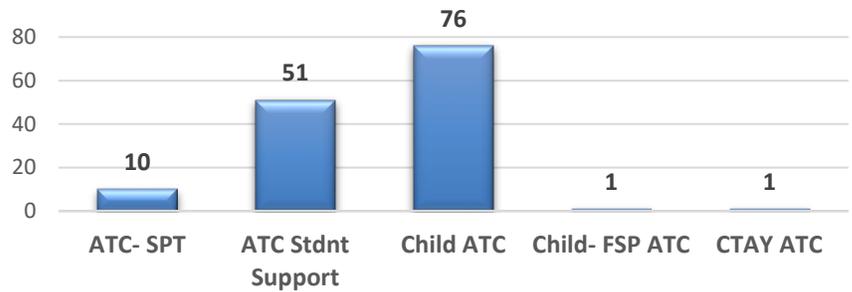


This graph above compares the number of services requests from last month, August 2025 and last year, September 2024 to the current month, September 2025. There was a 19% decrease in the number of service requests from last year.

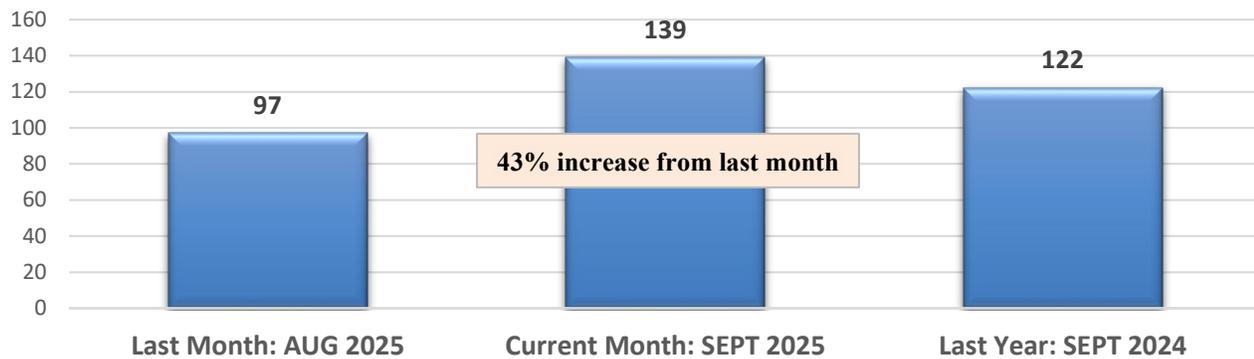
Child and Family Services September 2025

**Total Number of
 completed Service
 Requests**
139
**131 Unique
 Individuals**

Total Number of Service Requests by Program-CFS



Service Requests (CFS)- Time Based Comparison



This graph above compares the number of services requests from last month, August 2025 and last year, September 2024 to the current month, September 2025. There was a 43% increase in the number of service requests from last month.



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

DATE: October 15, 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 SEPTEMBER 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 efficacy 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 month of September:

- Total number of initial psychiatric evaluations: 86
- Total number of appointments with our psychiatrists: 601
- Total number of medication monitoring services: 695
- Total number of long-acting injections: 90



Tri-City Mental Health Authority
Monthly Staff Report

DATE: October 15, 2025
TO: Governing Board of Tri-City Mental Health Authority
FROM: Ontson Placide, Executive Director
BY: Dana Barford, Director of MHSA, and Ethnic Services
SUBJECT: Monthly MHSA and Ethnic Services Report

INNOVATIONS (INN)

PADs Project Quarterly Summary – Q1 FY 2025–2026

Key Milestones Achieved:

- **Stakeholder Engagement:** One-on-one presentations with all three Tri-City police departments led to full commitment for training and integration. Training content is being customized to meet each department's operational needs.
- **Mobile Crisis Team Collaboration:** A virtual presentation introduced the PADs platform. The team will assign a staff member to co-develop crisis-specific training, including real-life vignettes.
- **Peer Contractor Onboarding:** Project Return Peer Support Network (PRPSN) officially joined as a peer contractor on October 1. A kickoff meeting aligned goals, and training is underway to prepare PRPSN staff to support PAD creation. Outreach materials are being co-developed with the marketing consultant.

Upcoming Activities

- **Statewide PADs Convening:** The Innovation Team will attend the California-wide convening in late October to exchange best practices and learn from counties with high PAD adoption rates.
- **Phase Two Planning:** With foundational partnerships in place, the project is transitioning into implementation. Project Director Kiran Sahota will present Phase One outcomes and the Phase Two roadmap at the December Governing Board meeting.

Community Planning Project (CPP Innovation Project)

In September, both Together for Change groups continued their momentum by participating in a session focused on education and deepening their engagement with local governance. The Innovation Team facilitated a guided discussion on how to read

and interpret a Governing Board agenda, providing participants with a foundational understanding of the structure and function of these meetings.

Participants learned about the composition of the Governing Board, the purpose and process of the consent calendar, how items can be pulled for discussion, and the flow of new business items. Emphasis was placed on the role of public comment and how community members can effectively participate, either by attending in person or following the meetings online. This session was designed to build community confidence and knowledge around local government engagement.

Additionally, the group received an overview of Tri-City's services and supports. Participants were introduced to the agency's marketing materials and engaged in a Q&A session about available resources. Valuable feedback was provided regarding ways to make flyers more accessible and engaging, including the use of QR codes and calendar-style layouts. This input will inform future iterations of our outreach materials.

The CPP project continues to make progress in building community capacity and strengthening connections between our community partners and the systems that serve them.

WELLNESS CENTER (WC)

Employment Team

- Successfully completed a round of computer classes, including the first-ever advanced Spanish class, expanding digital literacy and bilingual skillsets.
- Finalized plans for the Annual Job Fair on October 24th, 11 AM – 2 PM.
- Over 20 employers confirmed offer opportunities to participants seeking employment.

Senior Programming

- Preparations are underway for the Annual Senior Retreat, scheduled for October 27–31.
- This multi-day event promises enrichment, relaxation, and community-building for senior participants.

Internship Program

- Welcomed the 2025–2026 MSW intern cohort on September 3rd.
- Interns will be placed throughout the agency and continue through May 2026, contributing fresh energy and gaining hands-on experience.

DIVERSITY, EQUITY, AND INCLUSION (DEI)

Hispanic Heritage Month: Cultivating Community

Culture plays a powerful role in healing—whether through music, food, family, or tradition. On September 25, 2025, in partnership with the Galan Cultural Center, Tri-City hosted **Cultivating Community (Cultivando Comunidad)** at Tri-City's Therapeutic Community Garden. Over 50 community members came together to enjoy:

- Guided garden tours
- A vibrant folklórico performance
- Family-friendly arts and crafts
- Intentional moments of mindfulness and reflection

This month reminds us of the importance of showing up with **cultural humility**, listening with **compassion**, and ensuring our services reflect the communities we serve. Together, we can break down barriers and build stronger, more connected communities.

"Mental health is health. We all deserve to feel seen, heard, and supported—without shame."

— Latinx Mental Health Advocate

Check out this [short clip](https://www.instagram.com/reel/DPGLuT0DkI1/?igsh=NTc4MTlwNjQ2YQ==) from the **Cultivating Community (Cultivando Comunidad)** event: <https://www.instagram.com/reel/DPGLuT0DkI1/?igsh=NTc4MTlwNjQ2YQ==>

WORKFORCE EDUCATION AND TRAINING (WET)

Staff continued their professional development through a variety of impactful trainings:

- LEAP (Listen-Empathize-Agree-Partner®): With 4 staff completing the trainer series to lead future sessions.
- Suicide Prevention Training
- 15-hour Clinical Supervision Training
- How to Deal with Difficult People Seminar
- Handling Emotionally Charged Situations Seminar

These trainings are equipping staff with tools to foster empathy, resilience, and effective communication in high-stakes environments.

Outreach & Engagement

WET staff participated in the Garey High School Career Fair, engaging over 250 students in conversations about careers in behavioral health. This was a meaningful step in inspiring the next generation of wellness professionals.

SCRIP (Southern California Regional Partnership) Pipeline Project: Claremont High School

This project funded the Student Wellness Advisory Group, which collaborated with Dr. Mitchell and wellness ambassadors to create a vibrant mural using hands-on art and wellness-focused activities. The mural now stands as a symbol of creativity, collaboration, and community spirit.

Next up: Campus Garden Project! Students are coordinating with TCG to tour the Garden and gather inspiration for their own wellness garden.



COMMUNITY PLANNING PROCESS (CPP)

2025 Data Notebook: California Behavioral Health Planning Council (CBHPC)

- On September 9th, the MHSA Projects Manager attended the Tri-City Mental Health Authority Commission Meeting to initiate an Ad Hoc Committee for the review and completion of the 2025 CBHPC Data Notebook.
- The focus of this year's notebook is:
"Wellness and Recovery Centers in California's Public Behavioral Health System."
- Three commissioners volunteered to support the effort.
- In October, staff and committee members will convene to begin the review process.
- Gamaliel Polonco, Wellness Center Manager, and the MHSA Projects Manager will provide ongoing support.

Connecting with Community Partner Groups

- Continued outreach to the 29 stakeholder/community partner groups identified by BHS.
- The MHSA Projects Manager and Deputy Clinical Director met with Dr. Daniel Blocker, Director of the Family Medicine Residency Program at Pomona Valley Hospital Medical Center (PVHMC). Discussions centered on collaboration opportunities, growth as community partners, and how the MHSA to BHS transition can strengthen inter-agency partnerships.

PREVENTION AND EARLY INTERVENTION (PEI)

Tri-City staff delivered a series of impactful behavioral health trainings in September:

- Community Resiliency Model (CRM) presented to:
 - Pomona Municipal Management Club
 - Tri-City Community
 - The Human Value Center
 - Wellness Center interns
- Motivational Interviewing presented to Wellness Center interns

Upcoming October Trainings

Staff are scheduled to provide the following trainings:

- Adverse Childhood Experiences (ACEs) to Tri-City interns and community members.
- Youth Mental Health First Aid (YMHFA) to Tri-City interns
- Community Resiliency Model (CRM)
- In collaboration with Tri-City staff, NAMI will present “In Our Own Voice”, a powerful session featuring individuals with lived experience sharing their mental health journeys.

September marked Suicide Prevention Awareness Month, with key observances including:

- Suicide Prevention Week: September 7–13
- World Suicide Prevention Day: September 10

Tri-City program staff led a robust campaign to raise awareness and promote healing:

- Tabling & Presentations at schools and non-profits across Pomona, Claremont, La Verne, and San Dimas

Reached over 600 youth, students, and staff by hosting:

- “Know the Signs” suicide prevention webinar
- Creative Minds: Paint and Sip art workshop
- Virtual workshop on support systems and community connection

Feedback was overwhelmingly positive, and partnerships with school sites and community organizations are expected to grow stronger throughout the academic year.

COMMUNITY NAVIGATORS (CN)

During September, Community Navigators actively participated in several local events to share information about Tri-City services:

- Latino Conservation Event at The Botanical Garden in Claremont
- City of La Verne Health Fair
- Student Resource Fair at Western University
- Cultivating Culture Event at Tri-City's Therapeutic Garden

These events provided meaningful opportunities to connect with community members and offer support.

A Story of Resilience and Partnership

At one of these events, a single mother with an 11-year-old son approached the Tri-City table seeking housing assistance. After three years of housing instability—living in a temporary space offered by a local church, she was ready for change.

- A Community Navigator immediately connected her to Volunteers of America, who provided short-term motel vouchers.
- In collaboration with the City of Pomona, she was placed in the Pomona Family Sanctuary, a transitional housing program.
- While at Sanctuary, she was referred to the Tri-City Wellness Center for employment services and began working toward her goals of improving her education, gaining financial independence and achieving permanent housing

Today, her journey is entering a new chapter: She has been approved for permanent housing at the Chris Hartmir Plaza Apartments in Pomona, and she and her son are preparing to move in. Her story is a powerful testament to the impact of collaboration, compassion, and community support. She has expressed deep gratitude for the assistance provided by the Community Navigator Program and its partner agencies.



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

DATE: October 15, 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

SITE CERTIFICATION

The Los Angeles County Department of Mental Health has started the Re-Certification desk review for TCMHA-Site 7798: located at 1900 Royalty Dr. The on-site review will occur in November 2025. Re-Certification is required for legal entities (agencies) to provide and be reimbursed for Specialty Mental Health Services.

ACCESS TO CARE MONITORING

The Best Practice Division has been collaborating with other internal departments to ensure that the new requirements for tracking and submitting access to care data are fully implemented, with accompanying workflow protocols.

As part of monitoring timely access to care, the California Department of Health Care Services (DHCS) and the Los Angeles County Department of Mental Health (LACDMH) require that all initial requests for services must be tracked and reported to LACDMH. DHCS requires that access to care standards be maintained and will issue enforcement actions for failure to meet required standards.

BEST PRACTICE TRAINING

Starting in November 2025, Best Practice department training will be expanded to include a distinct and ongoing compliance training series as well as a data and outcomes training. These training courses are important additions and will provide workforce members with essential information that is needed to navigate and perform their duties. Our existing quality assurance and electronic health record orientation training and in-service training will continue to occur for agency workforce members.



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

DATE: October 15, 2025

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, LMFT, Executive Director

BY: Kitha Torregano, Human Resources Director

SUBJECT: Consideration of Resolution No. 817 Approving the Revised Job Description of the Human Resources Analyst Classification, Effective October 15, 2025

Summary:

This report seeks the adoption of a revised job description for Human Resources Analyst to align with current workload needs, incorporate modernized responsibilities, and reflect the addition of the new essential function related to the implementation and administration of the Human Resources Information System (HRIS).

Background:

The Human Resources (HR) Department is currently preparing to implement a full-scale Human Resources Information System (HRIS) for Tri-City. This initiative represents a significant modernization of HR operations, enhancing efficiency, accuracy, and data integrity across multiple HR and payroll functions.

As part of this effort, the Human Resources Director conducted a review of the Human Resources Analyst classification to ensure alignment with current and future operational needs. While the core duties of the position remain consistent, providing analytical and technical support to HR programs and services, the implementation of an HRIS introduces new, ongoing responsibilities that are essential to system success and sustainability.

Fiscal Impact:

There is no fiscal impact associated with this revision. The Human Resources Analyst position is already included in the FY 2025–2026 approved budget, and no salary adjustment is being proposed at this time. Compensation for this classification will be reviewed in the coming weeks as part of the classification and compensation project being conducted by Gallagher, our third-party consultant, which was Governing Board approved last month.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 817 Approving the Revised Job Description of the Human Resources Analyst Classification, Effective October 15, 2025
October 15, 2025
Page 2 of 2

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 817 approving the revised Job Description for the Human Resources Analyst effective October 15, 2025.

Attachments

Attachment 8-A: Resolution No. 817 – Draft

Attachment 8-B: Human Resources Analyst Job Description

RESOLUTION NO. 817

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE REVISED JOB DESCRIPTION OF THE HUMAN RESOURCES ANALYST CLASSIFICATION EFFECTIVE OCTOBER 15, 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. The Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to revise the job description of the Human Resources Analyst to align with current workload needs and include new essential functions related to the implementation and administration of the Human Resources Information System (HRIS).

B. The Human Resources Department staff conducted a class review of the Human Resources Analyst Position to ensure alignment with current and future TCMHA operational needs.

C. The Authority’s Governing Board has previously approved job descriptions, classifications, salary ranges, and benefits for the Authority’s employees through the adoption of Resolutions. No salary range adjustment is required at this time for the Human Resources Analyst position.

2. **Action**

The Governing Board adopts the revised Job Description of the Human Resources Analyst Classification effective October 15, 2025, replacing and superseding all previous versions.

3. **Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 15, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

MICAELA P. OLMOS, RECORDING SECRETARY

DRAFT



HUMAN RESOURCES ANALYST

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

FLSA STATUS: Exempt

DEFINITION:

Under general supervision, to perform a variety of analytical human resources (HR) services including recruitment and selection, human resources information systems, classification/compensation, benefits administration, employee relations, leave management, workers' compensation, policy analysis, and training and development; and conduct special projects. Perform other duties as required.

DISTINGUISHING CHARACTERISTICS

This classification serves as an intermediate level position while acquiring the necessary knowledge, skills and abilities to qualify for promotion to the Senior Human Resources Analyst classification. Incumbents in this classification are expected to fully and sufficiently perform all essential duties with intermediate knowledge, skills and abilities, but not at the advanced or senior levels. Incumbents are able to make independent decisions on routine human resources issues. Work is subject to review on an as needed basis. This position provides support to the Senior Human Resources Analyst or the Human Resources Director.

The Human Resources Analyst reports on a regular basis to the Human Resources Director.

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

In an intermediate level capacity,

- Provide confidential, professional, and technical administrative services to the Human Resources Department.
- Participate in professional, technical and clerical functions of the Human Resources Department; enter employee data into various data systems.
- Conduct recruitments for full or part-time vacancies; prepare job bulletins and advertisements, determine advertising sources; develop innovative marketing and recruitment plans; analyze and evaluate written, oral and performance tests, review job applications, rate training, qualifications and experience, interview applicants, attend job fairs and represent the HR Department at community events as needed.
- Prepare and issue offer letters, conduct offer negotiations and make salary step placement recommendations.

- Perform background and reference checks on all potential candidates.
- Participate in the implementation, configuration, and ongoing administration of human resources information systems (HRIS) and/or financial database systems, including data entry, reporting, troubleshooting, system updates and process improvement initiatives.
- Assist in developing, interpreting and revising human resources policies and procedures and provide a tracking system to ensure that all new or revised policies relating to personnel issues are provided to all staff and staff acknowledgement pages are signed and filed in each staff personnel file.
- Conduct salary surveys, classification and compensation studies, and analysis and research on a broad range of personnel assignments; prepare and present reports of findings and recommendations as to appropriate action.
- Participate in the administration of the Workers' Compensation program, including claims management, Incident Reports and follow-up.
- Assist in employee benefits administration, including but not limited to open enrollment, employee communication, and benefits issue resolution.
- Conduct investigations in coordination with the Human Resources Director and make recommendations regarding corrective actions and/or discipline; assist in and preparation of necessary documentation and responses.
- Assist in the development, scheduling, and coordination of training and educational programs for Tri-City staff on a wide variety of subjects.
- Maintain required postings and compliance records, in coordination with the Human Resources Technician, including OSHA 300 Logs.
- Assist in development and coordination of training programs for staff and supervisors.
- Review and monitor assigned positions in departmental budgets; develop and/or maintain various departmental reports such as position control, turnover report, exit surveys, and other Human Resources analytics.
- Maintain confidential personnel and medical files in compliance with applicable laws and regulations.
- Perform other analytical duties as assigned.

QUALIFICATIONS:

Education, Training and Experience:

A Bachelor's degree from an accredited college or university with coursework in human resources, business or public administration, or a closely related field;

AND

Two (2) years' experience as a Human Resources Technician.

OR

Two (2) years' of increasingly responsible professional experience in public sector human resources or personnel administration which included recruitment and selection, training, benefits administration and classification and compensation.

Licensure/Registration/Certification:

None required.

Knowledge of:

- Knowledge and principles of the Fair Labor Standards Act (FLSA), recruitment and selection, benefits administration, employee discipline, classification and compensation, and equal employment opportunity regulations.
- Applicable State and Federal human resources and health and safety laws and privacy regulations, including HIPAA.
- Principles and practices of public human resources administration.
- Principles and practices of human resources information systems including Microsoft Office, database management, system configuration and report writing.

Ability to:

- Input and retrieve data from a computerized recordkeeping system.
- Perform technical and intermediate analytical human resources work with oversight.
- Apply technical and analytical principles and practices to the development and maintenance of administrative systems and records.
- Multitask and prioritize with close attention to detail, schedules, and deadlines under supervision.
- Use tact and diplomacy in discussing sensitive employee matters and preserve confidentiality.
- Understand and apply pertinent policies, procedures, laws and regulations.
- Analyze situations and apply effective courses of action.
- Communicate effectively, both verbally and in writing.
- Understand and carry out verbal and written instructions.
- Establish and maintain effective working relationships in the course of business.
- Maintain extensive files and records.

Special Requirements:

- Posses and maintain a current valid California Driver License, a satisfactory driving record, and a properly registered and insured vehicle.
- Receive satisfactory results from a background investigation, which includes fingerprinting; a pre-employment physical examination, which includes a drug/alcohol test; and an administrative review.
- In accordance with California Government Code Section 3100, Tri-City Mental Health Authority employees, in the event of a disaster, are considered disaster service workers

and may be asked to protect the health, safety, lives, and property of the people of the State.

PHYSICAL STANDARDS:

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 30 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.



HUMAN RESOURCES ANALYST

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

FLSA STATUS: Exempt

DEFINITION:

Under general supervision, to perform a variety of analytical human resources (HR) services including recruitment and selection, human resources information systems, classification/compensation, benefits administration, employee relations, leave management, workers' compensation, policy analysis, and training and development; and conduct special projects. Perform other duties as required.

DISTINGUISHING CHARACTERISTICS

This classification serves as an intermediate level position while acquiring the necessary knowledge, skills and abilities to qualify for promotion to the Senior Human Resources Analyst classification. Incumbents in this classification are expected to fully and sufficiently perform all essential duties with intermediate knowledge, skills and abilities, but not at the advanced or senior levels. Incumbents are able to make independent decisions on routine human resources issues. Work is subject to review on an as needed basis. This position provides support to the Senior Human Resources Analyst; or the Human Resources ~~Manager and the Chief Operations Officer~~Director.

The Human Resources Analyst reports on a regular basis to the Human Resources ~~Manager~~Director.

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

In an intermediate level capacity,

- Provide confidential professional, and technical administrative services to the Human Resources Department.
- Participate in professional, technical and clerical functions of the Human Resources Department; enter employee data into various data systems.
- Conduct recruitments for full or part-time vacancies; prepare job bulletins and advertisements, determine advertising sources; develop innovative marketing and recruitment plans; analyze and evaluate written, oral and performance tests, review job applications, rate training, qualifications and experience, interview applicants, attend job fairs and represent the HR Department at community events as needed.
- Prepare and issue offer letters, conduct offer negotiations and make salary step placement

recommendations.

- Perform background and reference checks on all potential candidates.
- ~~Recommends changes and/or updates to the Personnel Rules and Regulations.~~
- Participate in the implementation, configuration, and ongoing administration of human resources information systems (HRIS) and/or financial database systems, including data entry, reporting, troubleshooting, system updates, system updates and process improvement initiatives.
- Assist in developing, interpreting and revising human resources policies and procedures and provide a tracking system to ensure that all new or revised policies relating to personnel issues are provided to all staff and staff acknowledgement pages are signed and filed in each staff personnel file.
- Conduct salary surveys, classification and compensation studies, and analysis and research on a broad range of personnel assignments; prepare and present reports of findings and recommendations as to appropriate action.
- Participate in the administration of the Workers' Compensation program-; including claims management, Incident Reports and follow-up.
- ~~Participate in the annual benefit renewal and open enrollment process.~~
- Assist in employee benefits administration, including but not limited to open enrollment, employee communication, and benefits issue resolution.
- Conduct investigations in coordination with the Human Resources ~~Manager and/or Chief Operations Officer/HIPAA Privacy Officer~~Director and make recommendations regarding corrective actions and/or discipline; assist in and preparation of necessary documentation and responses.
- Assist in the development, scheduling, and coordination of training and educational programs for Tri-City staff on a wide variety of subjects.
- ~~Provide assistance to employees regarding benefit administration for the Agency's health and welfare plan including, health, dental, vision, long term disability, life insurance, retirement, and other benefit questions and/or related issues; coordinate the distribution of aforementioned benefit information to employees.~~
- Maintain and update legal employee required postings at all sites. Maintain OSHA 300 Log and compliance records, in coordination with the Human Resources Technician, including OSHA 300 Logs.
- ~~Maintain a file on all Incident Reports submitted to the HR Department and/or the Chief Operations Officer /HIPAA Privacy Officer and ensure proper follow up has been completed.~~
- Assist in the development and coordination of an Agencywide Supervisor Training Curriculum training programs for all Supervisors and staff in Lead and supervisors.
- Review and monitor assigned positions. ~~Track and analyze staff participation in training~~

program departmental budgets; develop and/or maintain various departmental reports such as position control, turnover report, exit surveys, and other Human Resources analytics.

- ~~• Assist in chairing the Agency Employee Retention Group collecting suggestions from employees on a quarterly basis and presenting recommendations to the Executive Management.~~
- ~~• Assist in creating and facilitating annual Wellness Program events for all employees.~~
- ~~• Maintain confidential personnel and medical files in compliance with applicable laws and regulations.~~
- Perform other analytical duties as assigned.

QUALIFICATIONS:

Education, Training and Experience: _____

A Bachelor's degree from an accredited college or university with coursework in human resources, business or public administration, or a closely related field;

AND

~~One (1) year~~

Two (2) years' experience as a Human Resources Technician.

OR

~~One (1) year of~~ Two (2) years' of increasingly responsible professional experience in public sector human resources or personnel administration which included recruitment and selection, training, benefits administration and classification and compensation.

Licensure/Registration/Certification:

None required.

Knowledge of:

- Knowledge and principles of the Fair Labor Standards Act (FLSA), recruitment and selection, benefits administration, employee discipline, classification and compensation, and equal employment opportunity regulations.
- Applicable State and Federal human resources and health and safety laws and privacy regulations, including HIPAA.
- Principles and practices of public human resources administration.
- Principles and practices of human resources information systems including Microsoft Office, database management, system configuration and report writing.

Ability to:

- Input and retrieve data from a computerized recordkeeping system.
- Perform technical and intermediate analytical human resources work with oversight.
- Apply technical and analytical principles and practices to the development and maintenance of administrative systems and records.
- Multitask and prioritize with close attention to detail, schedules, and deadlines under

- supervision.
- Use tact and diplomacy in discussing sensitive employee matters and preserve confidentiality.
 - Understand and apply pertinent policies, procedures, laws and regulations.
 - Analyze situations and apply effective courses of action.
 - Communicate effectively, both verbally and in writing.
 - Understand and carry out verbal and written instructions.
 - Establish and maintain effective working relationships in the course of business.
 - Maintain extensive files and records.

Special Requirements:

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

PHYSICAL STANDARDS:

The position requires prolonged sitting, reaching, twisting, turning, bending, stooping, lifting, and carrying paper and documents weighing up to 30 pounds in the performance of daily activities; body mobility to move from one work area to another, and operate a vehicle; grasping, repetitive hand movement and fine coordination in preparing reports, data entry, and using a computer keyboard; vision sufficient for observing work performed, reading correspondence and reports, statistical data, computer screen and other standard text; and communicating with others on the phone, in person, and in meetings.



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

DATE: October 15, 2025

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, LMFT, Executive Director

SUBJECT: Consideration of Resolution No. 818 Establishing the Policy and Procedure for the Development, Approval, and Dissemination of Policies and Procedures

Summary:

Tri-City management is requesting that the Governing Board approve the new Policy and Procedure Development, Approval, and Dissemination of Policies and Procedures

Background:

Tri-City Mental Health Authority currently lacks a formalized policy governing the process for developing, approving, reviewing, and disseminating agency-wide policies and procedures. Historically, all policies and procedures have been presented to the Governing Board for approval. While this practice has provided oversight, it has not clearly delineated the roles and responsibilities between policy-level governance and operational management.

The introduction of a formal Policy and Procedure Approval, Review, and Dissemination Policy aligns Tri-City with recognized best practices in the behavioral health and public agency sectors, in particular with accreditation standards. Specifically, it establishes a clear distinction between policy and procedure:

- Policy sections represent agency-wide governance and direction, requiring Governing Board approval to ensure alignment with Tri-City's mission, statutory responsibilities, and regulatory obligations.
- Procedure sections reflect operational processes that implement approved policies. These will be approved and revised by the Executive Team, ensuring administrative flexibility to adapt to evolving practices, compliance standards, and programmatic needs without requiring formal board action.

Additionally, the policy formalizes Compliance Department responsibility for maintaining all final, approved policies and procedures, thereby promoting consistent document control, accessibility, and version tracking across the agency.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 818 Establishing the Policy and Procedure for the
Development, Approval, and Dissemination of Policies and Procedures
October 15, 2025
Page 2 of 2

Establishing this policy enhances accountability, transparency, and operational efficiency while aligning Tri-City Mental Health Authority with governance standards observed in comparable behavioral health agencies and public entities.

Fiscal Impact:

There is no fiscal impact associated.

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 818 establishing the new Policy and Procedure for the Development, Approval and Dissemination of the Authority's Policies and Procedures, effective October 15, 2025.

Attachments

Attachment 9-A: Resolution No. 818 – Draft

Attachment 9-B: New Policy: Development, Approval, and Dissemination of PPs
Policy and Procedure No. I.26

RESOLUTION NO. 818

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S POLICY AND PROCEDURE NO. I.26 -DEVELOPMENT, APPROVAL, AND DISSEMINATION OF POLICIES AND PROCEDURES- EFFECTIVE OCTOBER 15, 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 adopt its Policy and Procedure No. I.26 for the Development, Approval, and Dissemination of Policies and Procedures to establish a standardized process for the creation, evaluation, approval, revision, and distribution of all TCMHA's policies and procedures, creating organizational consistency and accountability agency wide.

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

2. Action

The Governing Board approves and establishes the Authority's Policy and Procedure No. I.26 -Development, Approval, and Dissemination of Policies and Procedures- effective October 15, 2025.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 15, 2025 by the following vote:

[Continued on page 2]

RESOLUTION NO. 818
GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY
PAGE 2

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

MICAELA P. OLMOS, RECORDING SECRETARY

DRAFT



TRI-CITY MENTAL HEALTH AUTHORITY

POLICY & PROCEDURE

SUBJECT: Development, Approval, and Dissemination of Policies and Procedures	POLICY NO.: I.26	EFFECTIVE DATE: 10/16/2025	PAGE: 1 of 5
APPROVED BY: Governing Board Executive Director	SUPERCEDES: N/A	ORIGINAL ISSUE DATE: New	RESPONSIBLE PARTIES: Executive Team

1. PURPOSE

The purpose of this policy is to establish a standardized process for the creation, review, approval, revision, and dissemination of all agency policies and procedures at Tri-City Mental Health Authority (TCMHA). This ensures that agency operations are conducted in accordance with applicable laws, regulations, and best practices, while maintaining organizational consistency and accountability.

2. POLICY

It is the policy of Tri-City Mental Health Authority that:

- 2.1** Policies—which establish the governing principles, standards, and expectations of the agency—shall be approved by the Tri-City Mental Health Authority Governing Board prior to implementation or revision.
- 2.2** Procedures—which outline the operational methods and processes for implementing approved policies—shall be approved, maintained, and revised by the Executive Team and are not subject to Board approval, unless otherwise required by law or regulation.
- 2.3** All Department Heads and key Executive Team members shall review and approve proposed policies and procedures prior to submission for Governing Board approval to ensure alignment with agency operations and standards.
- 2.4** All final, approved policies and procedures shall be maintained by the Compliance Department and made readily accessible to staff through designated agency systems or repositories.
- 2.5** All approved policies and procedures shall be effectively communicated to staff to promote understanding, compliance, and operational consistency.



TRI-CITY MENTAL HEALTH AUTHORITY

POLICY & PROCEDURE

SUBJECT: Development, Approval, and Dissemination of Policies and Procedures	POLICY NO.: I.26	EFFECTIVE DATE: 10/15/2025	PAGE: 2 of 5
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3. DEFINITIONS

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

- 3.1 Policy: A formal statement of principle or rule that governs the actions and decisions of the agency. Policies guide agency direction and ensure compliance with legal, regulatory, and ethical standards.
- 3.2 Procedure: A detailed description of the steps and responsibilities necessary to implement a policy. Procedures provide operational direction and may be modified as needed to improve effectiveness or efficiency.
- 3.3 Executive Team: The Chief Executive Officer and designated executive leadership responsible for agency administration and management oversight.
- 3.4 Department Head: The individual responsible for oversight of a department or division, accountable for operational compliance and implementation of policies and procedures.
- 3.5 Compliance Department: The department responsible for maintaining the official repository of all finalized and approved policies and procedures, ensuring current versions are accessible, and monitoring adherence to policy standards.

4. PROCEDURES

4.1 Responsibilities

4.1.1 **Executive Team:**

- 4.1.1.1 Develop and recommend new policies or policy revisions to the Governing Board.
- 4.1.1.2 Review and approve associated procedures.
- 4.1.1.3 Ensure staff communication, training, and implementation of policies and procedures.

4.1.2 **Department Heads/Leadership:**

- 4.1.2.1 Participate in the review and approval process for proposed policies and procedures.



TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: Development, Approval, and Dissemination of Policies and Procedures	POLICY NO.: I.26	EFFECTIVE DATE: 10/15/2025	PAGE: 3 of 5
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4.1.2.2 Ensure department operations align with approved policies and procedures.

4.1.2.3 Provide input and subject matter expertise during policy development and revision.

4.1.3 Governing Board:

4.1.3.1 Review and approve new or revised policies prior to adoption.

4.1.3.2 Ensure policies align with the agency's mission, strategic plan, and legal mandates.

4.1.4 Compliance Department:

4.1.4.1 Maintain the master repository of all final, approved policies and procedures.

4.1.4.2 Track review dates, maintain version control, and archive superseded versions.

4.1.4.3 Ensure the most current versions are published and accessible to staff.

4.1.5 Program Management and Supervisory staff:

4.1.5.1 Implement and adhere to approved policies and procedures.

4.1.5.2 Provide feedback on procedural improvements and compliance issues.

4.2 Policy and Procedure Development

4.2.1 Any staff member may propose a new policy or revision through their supervisor or department head.

4.2.2 The responsible Department Head drafts or coordinates the draft policy and procedure with input from relevant staff and departments.

4.2.3 The draft is reviewed by the Executive Team and key department heads/leadership for consistency, compliance, and operational relevance.



TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: Development, Approval, and Dissemination of Policies and Procedures	POLICY NO.: I.26	EFFECTIVE DATE: 10/15/2025	PAGE: 4 of 5
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4.3 Approval Process

- 4.3.1** Once reviewed and endorsed by the Department Head(s) and Executive Team, the policy section shall be submitted to the Governing Board for formal approval.
- 4.3.2** The procedure section shall be reviewed and approved by the Executive Team and Department Head(s) and is not subject to Board approval.
- 4.3.3** The final, approved version shall include an effective date, version number, and appropriate approval signatures.

4.4 Revision and Review

- 4.4.1** Policies and procedures shall be reviewed at least every three years, or sooner as required by changes in law, regulation, or organizational needs.
- 4.4.2** Revisions to procedures that do not alter the core policy do not require Board re-approval.
- 4.4.3** Substantive changes to a policy require Governing Board approval prior to implementation.

4.5 Dissemination

- 4.5.1** Compliance Department shall disseminate all final, approved policies and procedures electronically via the agency's internal network or designated policy management system.
- 4.5.2** Notification of new or revised policies shall be communicated to all affected staff via email, internal memo, or training sessions.
- 4.5.3** Department Heads are responsible for ensuring staff awareness and adherence within their divisions.

4.6 Recordkeeping

- 4.6.1** Compliance Department shall maintain the official, master repository of all approved policies and procedures, including approval dates, revision history, and version control.



TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT: Development, Approval, and Dissemination of Policies and Procedures	POLICY NO.: I.26	EFFECTIVE DATE: 10/15/2025	PAGE: 5 of 5
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4.6.2 Superseded policies and procedures shall be archived by the Compliance Department and retained in accordance with the agency's record retention policy.

5. REFERENCES

5.1 California Code of Regulations: California Government Code § 54950 et seq. (Brown Act)

6. FORMS

6.1 Policy and Procedure Form



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

DATE: October 15, 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. 819 Approving a Memorandum of Understanding (MOU) with Jamboree Housing Corporation for TCMHA to provide Mental Health Services to the Residents of Larkin Place; and Authorizing the Executive Director to Execute said MOU

Summary:

This report outlines the scope of mental health services to be provided by Tri-City Mental Health Authority (TCMHA) for residents of Larkin Place, a Permanent Supportive Housing (PSH) property operated by Jamboree Housing Corporation. These services are designed to complement, not duplicate, the Intensive Case Management Services (ICMS) provided on-site by Jamboree Housing Corporation.

Background:

Larkin Place is a 33-unit PSH development located in Claremont, CA, offering housing to individuals experiencing homelessness and chronic mental illness. Jamboree manages the property and provides ICMS through its on-site team. This agreement will formalize a collaborative effort where TCMHA will deliver clinical mental health services to residents who meet service criteria.

Fiscal Impact:

TCMHA will assume responsibility for completing the required clinical documentation to submit for Medi-Cal billing for the mental health services provided to residents of Larkin Place. This is expected to offset associated service delivery costs through Medi-Cal reimbursement, resulting in no additional fiscal impact to TCMHA.

Recommendation:

Staff recommend that the Governing Board adopt Resolution No 819 authorizing the Executive Director to execute the Memorandum of Understanding and any amendments thereafter, with Jamboree Housing Corporation to provide residents at Larkin Place with mental health services.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 819 Approving a Memorandum of Understanding (MOU)
with Jamboree Housing Corporation for TCMHA to provide Mental Health Services to the
Residents of Larkin Place; and Authorizing the Executive Director to Execute said MOU
October 15, 2025
Page 2 of 2

Attachments

Attachment 10-A: Resolution No. 819 – Draft

Attachment 10-B: MOU with Jamboree Housing Corporation - Draft

RESOLUTION NO. 819

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING MEMORANDUM OF UNDERSTANDING (MOU) WITH JAMBOREE HOUSING CORPORATION FOR TCMHA TO PROVIDE MENTAL HEALTH SERVICES TO THE RESIDENTS OF LARKIN PLACE, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MOU EFFECTIVE OCTOBER 15, 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 approve a Memorandum of Understanding (MOU) with Jamboree Housing Corporation (JHC) for TCMHA to provide mental health services to the residents of Larkin Place located in the City of Claremont, California.

B. Larkin Place is a Permanent Supportive Housing property comprised of 33-units and is operated by Jamboree Housing Corporation. The mental health services will complement, not duplicate, the Intensive Case Management Services (ICMS) provided on-site by JHC.

C. The Authority affirms that there is no agency relationship between TCMHA and Jamboree Housing Corporation; and no payments, compensation, or fees shall be made between the TCMHA and JHC in connection with the MOU.

2. **Action**

The Governing Board approves the MOU with Jamboree Housing Corporation, in substantially the same form as presented at its meeting on October 15, 2025, and authorizes the Authority’s Executive Director to enter into and execute the MOU, effective October 15, 2025 through June 30, 2028; and any Amendments or extensions of such MOU.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 15, 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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MEMORANDUM OF UNDERSTANDING
BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND
JAMBOREE HOUSING CORPORATION

DATED

OCTOBER 15, 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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MEMORANDUM OF UNDERSTANDING

OUTLINES THE MENTAL HEALTH SERVICES TO BE PROVIDED BY TRI-CITY MENTAL HEALTH CENTER TO RESIDENTS OF LARKIN PLACE IN CLAREMONT, CALIFORNIA

1. PARTIES AND DATE

This Memorandum of Understanding (“MOU”) is made and entered into as of October 15, 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 (“TCMHA” or “Authority”) and JAMBOREE HOUSING CORPORATION, a California Non-profit corporation, with its principal place of business at 17701 Cowan Street, Suite 200 Irvine, CA 92614 (“JHC”). TCMHA and JHC are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. PURPOSE OF MOU

2.1 This MOU represents good faith commitments, which are being made by each of the Parties, for the purpose of TCMHA to provide mental health services (“Services”) to the residents of Larkin Place, a Permanent Supportive Housing property located in Claremont, California, managed by JHC.

2.2 This MOU outlines the roles and responsibilities of the Parties.

3. TERM

The term of this MOU shall commence as of the Agreement Date and shall be in full force and effect through June 30, 2028 or until amended or terminated, in whole or in part, by either Party at any time, without cause, upon thirty (30) calendar days prior written notice to the other Party. Parties Agree to cooperate fully in any such transition.

4. SCOPE OF SERVICES

4.1 All Services provided under this MOU shall be conducted in alignment and in compliance with the program requirements of the Intensive Case Management Services (ICMS) of the Permanent Supportive Housing (PSH) Unit of the Housing for Health (HFH) division of the Los Angeles County Department of Health Services (LACDHS) Community Programs.

4.2 The Services are intended to complement, not duplicate, the ICMS provided by JHC staff on-site at Larkin Place.

4.3 The Services will exclude routine case management or housing-related services provided by JHC’s ICMS team and non-mental health related medical services.

5. ROLES AND RESPONSIBILITIES

5.1 TCMHA Responsibilities

5.1.1 Outreach Support (First 90 Days of Lease-UP). In coordination with JHC, TCMHA will assist with outreach efforts during the initial lease-up period (first 90 days) that focus on connecting local community members in need of housing to the Los Angeles County Coordinated Entry System (CES), with the intent that these individuals will be in the queue for potential housing opportunities at Larkin Place.

5.1.2 Intake and Assessment

5.1.2.1 Initial intake shall be conducted at TCMHA clinic's location.

5.1.2.2 TCMHA will confirm residents' Medi-Cal eligibility at intake and throughout the course of services.

5.1.2.3 Conduct comprehensive mental health assessments for all residents referred to TCMHA services.

5.1.2.4 Develop individualized treatment plans based on assessment findings.

5.2.1 Individual Therapy Individual Therapy (at TCMHA's location(s) and Larkin Place)

5.2.1.1 Conduct one-on-one mental health counseling sessions tailored to residents' needs.

5.2.1.2 Monitor progress and adjust therapeutic approaches as needed.

5.2.2 Group Therapy (at TCMHA's location(s) and occasionally at Larkin Place)

5.2.2.1 Facilitate structured group therapy sessions to address common mental health concerns such as anxiety, depression, trauma, and social skills development.

5.2.2.2 Provide psychoeducation and coping strategies to support residents' overall well-being.

5.1.3 Crisis Intervention (Including After-Hours Support)

5.1.3.1 Respond to mental health crises experienced by residents either on-site at Larkin Place or remotely, including after-hours psychiatric evaluations for potential hospitalization.

5.1.3.2 Conduct risk assessments and provide immediate support to stabilize residents.

5.1.3.3 Coordinate closely with JHC's Clinical Director (on-call for crisis consultations), Program Manager, and Support Services Coordinator (ICMS Case Manager) to ensure appropriate response, continuity of care, and alignment with resident care plans.

5.1.3.4 Coordinate with emergency services or other mental health providers as necessary.

5.1.4 Medication Support and Management

5.1.4.1 Conduct psychiatric assessments and prescribe medications as clinically appropriate.

5.1.4.2 Provide medication monitoring and adherence support.

5.1.4.3 Educate residents about medication benefits, side effects, and proper use.

5.1.5 Home Visits. Conduct on-site visits at residents' apartments, as needed, to assess functioning, provide therapy, and monitor overall well-being.

5.1.6 Referrals and Linkages

5.1.6.1 Connect residents to additional mental health resources, specialty care, or community programs not provided on-site.

5.1.6.2 Collaborate with JHC staff to ensure services are complementary and not duplicative of JHC's ICMS team case management.

5.1.6.3 TCMHA will follow its internal referral process and documentation requirements for all referrals.

5.1.6 Case Coordination and Team Consultations

5.1.6.1 Participate in resident-centered team meetings at least one time every six months, in compliance with LACDHS requirements.

5.1.6.2 Maintain regular coordination with the Support Services Coordinator (ICMS Case Manager) to review resident progress, goals, and care plans.

5.1.6.3 Ensure residents are included in discussions about their goals and treatment, supporting collaborative decision-making.

5.1.7 Wellness and Psychoeducational Programming. If needed, occasionally provide workshops or seminars on topics such as stress management, coping skills, anger management, substance use education, or life skills.

5.1.8 Documentation and Billing

5.1.8.1 TCMHA shall maintain its own documentation of all services provided in accordance with applicable clinical, regulatory, contractual, and legal standards (including HIPAA and LACDHS requirements).

5.1.8.2 TCMHA shall conduct its own Medi-Cal billing for all applicable services, ensuring compliance with all relevant federal, state, and county regulations.

5.1.9 TCMHA reserves the sole right to control or direct the manner in which the Services pursuant to this MOU will be performed by TCMHA staff.

5.2 JHC Responsibilities

5.2.3 JHC's ICMS team will assist residents with obtaining and maintaining Medi-Cal benefits as needed.

5.2.4 Ensure that relevant JHC personnel are aware of the exclusions of the Services that TCMHA will provide.

5.2.5 Provide necessary space and facilities for when providing mental health services on site at Larkin Space building. The space shall provide privacy to discuss Protected Health Information (PHI); and have secured Wi-Fi access which will allow TCMHA staff to have internet access.

5.2.6 Provide and designate a parking stall at Larkin Place site to TCMHA's staff.

5.2.7 Collaborate in maintaining a safe and supportive environment for both clients and staff.

5.2.8 JHC shall maintain accounts and records, including all working papers, personnel, property, and such other records as may be deemed necessary by TCMHA to assure proper accounting for services provided under this MOU for the use of Federal and non-Federal funding. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the JHC's expense, for a minimum of seven (7) years after the MOU expires, unless the firm is notified in writing by TCMHA of the need to extend the retention period.

5.2.9 Health Insurance Portability and Accountability Act. JHC and its officers, employees, agents, or providing services pursuant to this MOU 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. JHC shall require all its employees, and agents providing services under this MOU, to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.

5.2.10 Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to the JHC (Business Associate) in accordance with all applicable legal requirements to allow TCMHA to perform the Services under this MOU. JHC is required to appropriately safeguard the PHI disclosed to it. Accordingly, the JHC will sign a *Business Associate Agreement*, hereby incorporated into and made part of this MOU as 'Exhibit A'.

5.2.11 Contractor Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into agreements 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 JHC 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 *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 B'.

5.3 Mutual Responsibilities of the Parties

5.3.1 All referrals will follow TCMHA's referral submission process and documentation requirements.

5.3.2 Each Party shall identify a staff representative for the day-to-day operations to ensure timely access to appropriate resources for TCMHA to provide the Services under this MOU.

5.3.3 The Parties shall participate in periodic coordination meetings to ensure complementary service delivery.

5.3.4 The Parties will work together to maintain an environment of high-quality patient care through specific protocols developed by the Parties to determine best practices when providing Services under this MOU.

5.3.5 The Parties will not discriminate against any person because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity or any other basis protected by law.

6. NO FINANCIAL AGREEMENT

No payments, compensation, or fees shall be made between the Parties in connection with this MOU.

7. NO AGENCY RELATIONSHIP BETWEEN THE PARTIES

7.1 Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship

between the Parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

7.2 TCMHA employees providing Services under this Agreement will not be considered employees or agents of the JHC for any purpose. TCMHA employees will not be entitled to receive any compensation or any benefits of employment from the JHC, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

8. INDEMNITY

Each Party shall indemnify, defend and hold harmless the other Party, their elected and appointed officers, officials, employees, representatives, volunteers, and contractors who serve as officers, officials, or staff, from and against any and all liability, including but not limited to demands, claims, actions, suits, accidents, injuries, fees, costs, expenses, liability, and/or proceedings (including attorney and expert witness fees), arising from or connected with each Party's respective acts and/or omissions arising from and/or relating to this Memorandum of Understanding, except as for Claims arising from the sole negligence or willful misconduct. All duties of the Parties under this Section shall survive this Agreement.

9. GENERAL TERMS AND CONDITIONS

9.1 Governing Law, Jurisdiction and Venue

This Memorandum of Understanding shall be governed by, and construed in accordance with, the laws of the State of California. Parties agree and consent 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.

9.2 Representative and Notice

9.2.1 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.

9.2.2 JHC's Representative. JHC warrants that the individual(s) who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of JHC for all purposes under this Agreement.

9.2.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States Mail, First Class, at the following address and addressed as indicated:

If to TCMHA: TRI-CITY MENTAL HEALTH AUTHORITY
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788
Attn: Executive Director

If to JHC: JAMBOREE HOUSING CORPORATION
17701 Cowan Street, Suite 200
Irvine, CA 92614
Attn:

9.3 Changes to the MOU

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.

9.4 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.

10. EFFECTIVE DATE

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

11. ENTIRE AGREEMENT

This MOU 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 MOU and any attached Exhibits shall be interpreted according to the language in this MOU and not the Exhibits. This MOU supersedes all prior agreements, written or oral, between the JHC and TCMHA relating to the subject matter of this MOU. This MOU may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by JHC and TCMHA.

12. SEVERABILITY

The validity or unenforceability of any provision of this MOU 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 MOU. No delay or omission by TCMHA in exercising any right under this MOU will operate as a waiver of that or any other right.

13. WAIVER

No delay or omission by TCMHA in exercising any right under this MOU 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 MOU.

14. EXECUTION

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

**TRI-CITY MENTAL HEALTH
AUTHORITY**

JAMBOREE HOUSING CORPORATION

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

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 15th day of October, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and JAMBOREE HOUSING CORPORATION (“**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: Jamboree Housing Corporation
17701 Cowan Street, Suite 200
Irvine, CA 92614
Attn:

With a copy to: Hooper, Lundy & Bookman, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Linda Kollar, Esq.
Fax: 310-551-8181

or to such other persons or places as either Party may from time to time designate by written notice to the other.

XII. Interpretation. The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

XIII. Entire Agreement of the Parties. This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the Parties and constitutes the final and entire agreement between the Parties hereto with respect to the subject matter hereof. Each Party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either

Party, or by anyone acting on behalf of either Party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

XIV. Regulatory References. A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

XV. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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

JAMBOREE HOUSING
CORPORATION

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

JAMBOREE HOUSING CORPORATION

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
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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: October 15, 2025

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

BY: Ontson Placide, Executive Director and
Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 820 Approving the Purchase of Real Estate Property located at 431 W. Baseline Road, Claremont, California, in the amount of \$3.4 Million, and Authorizing the Executive Director to take all Necessary Actions and Execute all Necessary Documents

Summary:

Tri-City management is requesting that the Governing Board approve the Purchase Sale Agreement for the purchase of a building for office space located at 431 W. Baseline Road, in Claremont California, in the amount of \$3.4 million.

Background:

To accommodate as many direct client care staff at all other Tri-City locations, and since the year 2008, Tri-City has occupied and leased office space from the City of Claremont to house administrative staff. 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. Additionally, in anticipation of the significant changes expected under BHSA, management has identified the need to strengthen and expand the agency's administrative infrastructure to effectively support BHSA-related functions, realignment efforts, and the continued growth of specialty mental health services. While specific positions are still being evaluated, various roles are under consideration to ensure the agency is equipped to manage both the demands of BHSA and broader operational needs. To support this anticipated growth, and the existing needs of the agency, additional office space is necessary.

For more than a decade, Tri-City Mental Health Authority's main administrative office has been located at 1717 North Indian Hill Blvd., Suite B, Claremont, CA 91711, under a lease agreement with the City of Claremont. The building provides approximately 4,000 square feet of space and currently accommodates 15 administrative staff, including personnel from Administration, Human Resources, Compliance, and Finance. This space is no longer adequate, requiring staff to share offices and coordinate on-site work schedules based on space availability.

Governing Board of Tri-City Mental Health Authority

Consideration of Resolution No. 820 Approving the Purchase of Real Estate Property located at 431 W. Baseline Road, Claremont, California, in the amount of \$3.4 Million, and Authorizing the Executive Director to take all Necessary Actions and Execute all Necessary Documents

October 15, 2025

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The lease was set to expire in September 2025, and Tri-City management plans to relocate its administrative offices to a larger facility that can better meet current needs and support projected growth. In anticipation of these plans, Tri-City management reached out to the City and at the September 2025 Governing Board meeting, a month-to-month lease was approved for up to one year while new office space is procured.

On May 21, 2025, during a joint session of Tri-City's Mental Health Commission and Governing Board, a study session was held in which the Executive Director outlined the critical need and urgency of the request to seek additional office. To date, more than 21 buildings have been reviewed and considered as potential locations, and the vetting process is ongoing until such time final approval on an identified building is received.

A building has now been identified within the City of Claremont that will accommodate almost twice the amount of staff currently housed at the Indian Hill location in Claremont. After careful consideration, communication with the Governing board and due diligence which included obtaining an appraisal prior to negotiating a price, an agreed upon purchase amount has been established. Management is now seeking approval from the Governing Board to execute a Purchase Agreement which includes a contingency period of 60 days for Tri-City to perform an inspection, environmental study and other research before the purchase is final. Contingencies to closing include the following:

- Escrow to commence on October 16th for a period of 60 days to December 16, 2025.
- All contingencies are to be agreed upon by Dec 16, 2025. Buyer is asking for 30-day period to January 15, 2026 to possibly complete a 1031 exchange.

The CFTN Plan

The Capital Facilities and Technological Needs (CFTN) Plan is one of five MHSA Plans. These funds are however considered one-time use funds and in order to continue projects in the CFTN plan, transfers of MHSA CSS Plan funds must be made into the CFTN Plan from available CSS funds. These transfers must first be approved by the stakeholders and then by the Mental Health Commission and the Governing Board.

As previously reported, on Thursday, June 12, 2025, Tri-City posted a draft of the CFTN plan for a 30-day public comment period that ended on July 16, 2025. The document can be found on Tri-City's website as well as on all social media sites including Facebook, Instagram, and Twitter. In addition, the CFTN Plan was distributed to numerous locations including city halls, libraries, and community centers. All written and verbal comments received during this comment period were reviewed by Tri-City staff and included in the final document, however no comments were received. The plan was subsequently approved by the Governing Board at the July 2025 Governing Board meeting.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 820 Approving the Purchase of Real Estate Property
located at 431 W. Baseline Road, Claremont, California, in the amount of \$3.4 Million, and
Authorizing the Executive Director to take all Necessary Actions and Execute all Necessary
Documents**

October 15, 2025

Page 3 of 3

Fiscal Impact:

The purchase of the building will be covered by MHSA funding as included in the Capital Facilities and Technology Plan (CFTN) which was approved by the Governing Board at the July 2025 meeting.

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 820 authorizing the Executive Director to execute the Purchase Sale Agreement for the purpose of purchasing the property located at 431 W. Baseline Road, in Claremont, California in the total amount of \$3.4 million.

Attachments

Attachment 11-A: Resolution No. 820 - Draft

Attachment 11-B: Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate

RESOLUTION NO. 820

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE PURCHASE OF REAL ESTATE PROPERTY LOCATED AT 431 W. BASELINE ROAD, CLAREMONT, CALIFORNIA, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTIONS AND EXECUTE ALL NECESSARY DOCUMENTS

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 purchase the real estate property located at 431 W. Baseline Rd, Claremont, CA 91711, Los Angeles County Assessor Parcel Number 8670-010-025 (the “Property”), in the amount of Three Million Four Hundred Thousand (\$3,400,000.00) dollars.

B. The purchase of the Property is subject to the terms and conditions set forth in the *Standard Offer, Agreement and Escrow Instructions For Purchase Of Real Estate* dated September 17, 2025 (the “Agreement”).

2. **Action.**

A. The Agreement is approved, in substantially the same form as presented at its meeting on October 15, 2025, and the Executive Director is authorized to accept, approve, execute, enter into, and deliver all such certificates, deeds, conveyances, agreements, applications, and all other documents, that are necessary and proper for implementing the Agreement and effectuating the purchase of the Property and the conveyance of Title to the Authority.

3. **Adoption.**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 15, 2025, by the following vote:

[Continued on page 2.]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

MICAELA P. OLMOS, RECORDING SECRETARY

DRAFT



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: September 17, 2025

1. Buyer.

1.1 Tri City Mental Health Authority and/or Assignee, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30 or~~ on January 15, 2026 ~~days after the waiver or satisfaction of the Buyer's Contingencies,~~ ("Expected Closing Date") to be held by Premium Escrow - Lysette Freeman ("Escrow Holder") whose address is 150 North Santa Anita Avenue, Suite 110, Arcadia, California 91006, Phone No. (626) 446-8221, ~~Facsimile No.~~ Email lysette@premiumescrow.com upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) an approximately 9,317 square foot office building is located in the County of Los Angeles, is commonly known as (street address, city, state, zip) 431 West Baseline Road, Claremont, California 91711 and is legally described as: To be determined in escrow (APN: 8670-010-025).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of WFG National Title - Robert Gomez ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and N/A (collectively, the "Improvements").

2.4 The fire sprinkler monitor: is owned by Seller and included in the Purchase Price, is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ownership will be determined during Escrow, or there is no fire sprinkler monitor. non-sprinklered

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and N/A all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$3,400,000.00, payable as follows:
(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$3,400,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s))":~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

\$3,400,000.00

Total Purchase Price:

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~~3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.~~

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within 2 or on October 16, 2025 business days after provided both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$102,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

~~4.2 Additional deposits:~~

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in a ~~non~~-interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. ~~The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____.~~ NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~5. Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~6. Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to~~

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~~terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Renken Consulting Group License No. 01347159 is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).

Seller's Agent Kelly M. Arft License No. 01231023 is (check one): the Seller's Agent (salesperson or broker associate); or both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm Century 21 Citrus Realty License No. 00848848 is the broker of (check one): the Buyer; or both the Buyer and Seller (dual agent).

Buyer's Agent Albert Rodriquez License No. 01250095 is (check one): the Buyer's Agent (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

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(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 60 days following ~~October 16, 2025 the receipt of the Property Information Sheet or the Date of Agreement, whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has ~~30 or~~ 60 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has ~~30 or~~ 60 days following ~~October 16, 2025 the receipt of the Property Information Sheet or the Date of Agreement, whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 60 days following ~~October 16, 2025 the Date of Agreement~~ to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has ~~10~~ 60 days from ~~October 16, 2025 the receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has ~~30 or~~ 60 days following ~~October 16, 2025 the receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has ~~10~~ 60 days from ~~October 16, 2025 the receipt of said Existing Leases and Estoppel Certificates~~ to satisfy itself with regard to the Existing Leases and any other tenancy issues.

~~(i) *Owner's Association.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.~~

~~(j) *Other Agreements.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.~~

~~(k) *Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

~~(m) *Personal Property.* In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.~~

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior

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to Closing.

(o) **Material Change.** Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant ~~or general warranty~~ deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

~~(b) If applicable, the Beneficiary Statements concerning Existing Note(s).~~

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to

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the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

~~11.1 Taxes. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill. Seller shall be responsible for and shall pay all applicable real property taxes and special assessment bonds for the six (6) month period covering the date of Closing, based upon the latest tax bill available. The Parties further agree that Seller shall also pay any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing, with payment to be made promptly in cash upon receipt of a copy of any such supplemental bill.~~

11.2 Insurance. **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 Rentals, Interest and Expenses. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 Security Deposit. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 Post Closing Matters. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

~~11.6 Variations in Existing Note Balances. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

~~11.7 Variations in New Loan Balance. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

~~11.8 Owner's Association Fees. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.~~

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

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12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered **exclusively by certified United States Mail, return receipt requested, or by recognized overnight courier service with verification of receipt, to the address set forth in this Agreement.** ~~personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.~~

19.2 Service of any such communication shall be deemed made on the date of actual receipt **as confirmed by the return receipt or courier delivery verification. If such communication is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.** ~~if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.~~

19.3 Any Party or Broker hereto may from time to time, by notice in writing **delivered in accordance with this Section, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be delivered.** ~~designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.~~

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Claremont, CA on the date of September 17, 2025, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$102,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 Binding Effect. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.1. (If there are no additional provisions write "NONE".)

26.1 Seller, in its sole and absolute discretion, and only in a back-up position in the event this transaction is terminated, reserves the right to continue lease renewal negotiations with the existing tenant until such time Buyer's Contingencies have been satisfied and/or waived by Buyer.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.**

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
- 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: _____

BROKER

BUYER

Century 21 Citrus Realty

Tri City Mental Health Authority and/or

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Attn: Albert Rodriguez
Title: Agent

Address: 1100 Via Verde, San Dimas, CA 91773
Phone: (626) 255-4854
Fax: N/A
Email: albert@c21citrus.com
Federal ID No.: N/A
Broker DRE License #: 00848848
Agent DRE License #: 01250095

Assignee

By: _____
Name Printed: Ontson F. Placide
Title: Executive Director
Phone: _____
Fax: _____
Email: oplacide@tricitymhs.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 6 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 3 % and Buyer's Broker 3 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

Renken Consulting Group

Attn: Kelly M. Arft
Title: Vice President, Real Estate Operations

Address: 492 West Foothill Bouvelard, Claremont, California 91711
Phone: (909) 482-1060
Fax: (909) 482-1070
Email: kelly.arft@renkenco.com
Federal ID No.: N/A
Broker DRE License #: 01347159
Agent's DRE License #: 01231023

Date: _____

SELLER

Bell Family Living Trust, dated February 5, 2001

By: _____
Name Printed: Graham Bell
Title: Trustee
Phone: (909) 841-6729
Fax: N/A
Email: gecbell@gmail.com

By: _____
Name Printed: Julie Bell
Title: Trustee
Phone: (909) 553-2155
Fax: N/A
Email: julielsbell@gmail.com

Address: 25 Rockingham Lane, Oak Ridge, Tennessee 37830
Federal ID No.: _____

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PROPERTY INFORMATION SHEET
(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Bell Family Living Trust, dated February 5, 2001 ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 431 West Baseline Road, Claremont, California 91711 located in the County of Los Angeles, and generally described as (describe briefly the nature of the Premises or Property) an approximately 9,317 square foot office building (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): NONE.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): NONE.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): NONE.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): NONE.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) public sewer system and the cost of installation thereof has been fully paid, private septic system, electricity, natural gas, domestic water, telephone, and other: _____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): NONE.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): NONE.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): NONE.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): NONE.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): NONE.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): NONE.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): NONE.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): _____.
10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency

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plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): NONE .

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): NONE .

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): One existing Lease with HDR, Inc., which expires March 31, 2026 .

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): NONE .

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property is contingent is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', i.e. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property is is not in foreclosure.

15. **Energy Efficiency.** The Property has has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____ .

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): None .

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed. Signatures to this Statement accomplished by means of electronic signature or similar technology shall be legal and binding.

Date: _____
(fill in date of execution)

OWNER
Bell Family Living Trust, dated February 5, 2001

By: _____
Name Printed: Graham Bell
Title: Trustee

By: _____
Name Printed: Julie Bell
Title: Trustee

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____ . (Fill in date received)

BUYER/LESSEE
Tri City Mental Health Authority and/or Assignee

By: _____
Name Printed: Ontson F. Placide
Title: Executive Director

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SELLER'S MANDATORY DISCLOSURE STATEMENT
(DO NOT USE IN SALE OF RESIDENTIAL PROPERTIES WITH 1-4 UNITS)

This Seller's Mandatory Disclosure Statement ("Disclosure") is made pursuant to the requirements of and shall be a part of the [X] STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) thereof) or [] (the "Purchase Agreement") dated for reference purposes as of August 21, 2025, regarding that certain real property commonly known as (street address, city, state, zip): 431 West Baseline Road, Claremont, California 91711 ("Property") wherein Bell Family Living Trust, dated February 5, 2001 is the Seller and Tri City Mental Health Authority and/or Assignee is the Buyer. Note: This Disclosure does not replace the Property Information Sheet published by AIR CRE ("AIR") and, unless not required by the Purchase Agreement, Seller should also provide Buyer the Property Information Sheet.

1. NATURAL HAZARDS DISCLOSURES. To make the disclosures required by California Government Code Section 8589.3 (a special flood hazard area), California Government Code Section 8589.4 (dam failure inundation area), California Government Code Sections 51178 or 51179, and 51182 (very high fire hazard severity zone), California Public Resources Code Sections 4125, 4142 and 4291 (wildlands fire area), California Public Resources Code Section 2622 (earthquake fault zone), and California Public Resources Code Section 2696 (seismic hazard zone) ("Natural Hazards Disclosures"), Seller provides Buyer a natural hazards report ("Natural Hazards Report") prepared by:

[X] myNHD Inc., 800-814-2922, https://www.myNHD.com, or [] , and the Natural Hazards Report is attached.

2. EARTHQUAKE SAFETY. If the improvements on the Property were constructed prior to 1975 and include structures with either (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (ii) unreinforced masonry walls, then California Business & Professions Code §10147; Government Code §§8875.6, 8875.9, 8893.2, and 8893.3; and California Civil Code §2079.9 require Seller to provide Buyer a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission, available through the following link: https://ssc.ca.gov/forms_pubs/cog. [] Seller is not required to provide the Booklet to Buyer. [X] Seller is required to provide the Booklet to Buyer, which Booklet Seller is hereby providing to Buyer.

3. FLOOD DISASTER INSURANCE. If Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, i.e., 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to obtain and maintain such insurance on the Property and that if such insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of Seller's knowledge, Federal flood disaster assistance [] has or [X] has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

4. WATER HEATER BRACING. The Property [X] does or [] does not contain one or more water heaters of 120 gallons or less. If the Property does contain one or more water heaters of 120 gallons or less, then as required by California Health and Safety Code §19211, Seller hereby certifies to Buyer that all such water heaters [X] have or [] have not been braced, strapped and/or anchored in accordance with law.

5. TITLE INSURANCE. If the Purchase Agreement does not provide that Buyer will be provided with title insurance, Buyer is strongly urged to consider purchasing title insurance. In accordance with California Civil Code §1057.6, Buyer is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

6. METHAMPHETAMINE LABORATORY ACTIVITY. As required by California Health and Safety Code §25400.28, Seller notifies Buyer that a government order identifying the Property as contaminated by methamphetamine laboratory activity [] has been received by Seller (copy of such order is attached), or [X] has not been received by Seller.

7. HAZARDOUS SUBSTANCES. If the Property is non-residential property, then as required by California Health and Safety Code §78700 Seller notifies Buyer that: [X] Seller neither knows nor has reasonable cause to believe that any release of hazardous substance (as such terms are defined by California Health and Safety Code §§25320 and 25316) has come to be located on or beneath the Property, or [] Seller knows or has reasonable cause to believe that a release of hazardous substance has come to be located on or beneath the Property.

8. WATER CONSERVING PLUMBING FIXTURES. For multi-family residential (containing more than one unit) and commercial properties built before January 1, 1994: California Civil Code §1101.5 requires all noncompliant plumbing fixtures to be replaced before January 1, 2019 with water-conserving plumbing fixtures. As required by California Civil Code §1101.5(e), Seller discloses that the Property [] was built after January 1, 1994 and is exempt from this statute; [] does include noncompliant plumbing fixtures; or [X] does not include any noncompliant plumbing fixtures.

9. DEATH ON THE PROPERTY. As required by California Civil Code §1710.2, Seller [] does or [X] does not know of the death on the Property of an occupant of

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the Property in the three years before the date of Buyer's offer to purchase the Property per the Purchase Agreement.

10. OTHER. None

Seller believes the information provided in this Disclosure by Seller is true and correct to the best knowledge of Seller as of the date of this Disclosure, but Seller states that Seller has exercised good faith in the selection of a Natural Hazards Expert, Seller has not independently verified, and Seller is not obligated to verify, the information contained in the Natural Hazards Report, and makes no representation or warranty as to the truth or accuracy of any information contained in the Natural Hazards Report. Buyer agrees the Natural Hazards Report satisfies Seller's legal duty to make the Natural Hazards Disclosures, the provider of the Natural Hazards Report shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the Natural Hazards Disclosures, and California Civil Code §1103.4 which deals with a seller's non-liability for errors and/or omissions not within such seller's personal knowledge shall be deemed to apply to Seller.

The hazards referenced in this Disclosure may limit the ability of the owner of the Property to develop the Property, to obtain insurance, or to receive assistance after a disaster. The maps on which the Natural Hazards Report are based estimate where natural hazards exist and are not definitive indicators of whether or not a property will be affected by a natural disaster. Buyer is advised to obtain professional advice regarding those hazards and other hazards that may affect the Property.

Applicable laws and the areas covered by the various natural hazard zones, etc. may change. Seller shall not be required to notify Buyer if the information provided in the Natural Hazards Report becomes inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence, unless Seller has actual knowledge that the information has become inaccurate. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, Buyer is advised to verify with appropriate local governmental agencies, such as the city and/or county in which the Property is located, to determine if they have established natural hazard zones in addition to those listed above. Signatures to this Disclosure accomplished by means of electronic signature or similar technology shall be legal and binding. This Disclosure may be executed in counterparts.

The statements herein are not intended to be full or complete disclosure of all possible impacts on Buyer and/or the Property. If a matter is disclosed regarding the Property, Buyer is advised to:

1. Review the entirety of all laws applicable to such disclosed matter.
2. Seek advice of counsel as to the legal consequence of any disclosed matters.
3. Retain appropriate consultants to review and investigate the impact of all such disclosed matters.

Neither AIR CRE nor any of the brokers make any representation, warranty or recommendation regarding the legal sufficiency, legal effect or any other consequences of this Disclosure.

Date: _____

SELLER

Bell Family Living Trust, dated February 5, 2001

By: _____

Name Printed: Graham Bell

Title: Trustee

By: _____

Name Printed: Julie Bell

Title: Trustee

Buyer acknowledges receipt of this Disclosure together with the Natural Hazards Report, the Booklet and any other documents referenced herein (as applicable) as being provided to Buyer, and agrees to the above terms and conditions.

Date: _____

BUYER

Tri City Mental Health Authority and/or Assignee

By: _____

Name Printed: Ontson F. Placide

Title: Executive Director

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/W/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer Seller Lessor Lessee _____ Date: _____

Buyer Seller Lessor Lessee _____ Date: _____

Agent: Renken Consulting Group DRE Lic. #: 01347159
Real Estate Broker (Firm)

By: _____ DRE Lic. #: 01231023 Date: _____
(Salesperson or Broker-Associate)

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AD-3.11, Revised 12-31-2024

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Last Edited: 9/11/2025 4:30 PM
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(c) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): the Seller's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): the Buyer's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any

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compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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