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of Pomona,  
Claremont and La  
Verne.

## TRI-CITY MENTAL HEALTH AUTHORITY

### AGENDA

#### GOVERNING BOARD REGULAR MEETING

WEDNESDAY, NOVEMBER 19, 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)  
Sandra Grajeda, Member  
(Claremont)  
Paula Lantz, Member  
(Pomona)  
Elizabeth Ontiveros-Cole,  
Member (Pomona)  
Vacant, Member  
(La Verne)

#### **Administrative Office**

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

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

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

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

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

#### **MHSA Administrative Office**

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

#### **Wellness Center**

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

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

<https://tricitymhs-org.zoom.us/j/81980290337?pwd=7U7mjhC053YG9pLXQPkjUIYRfb49Rk.1>  
Passcode: awFL+Wy4

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

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

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

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

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

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

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

**GOVERNING BOARD CALL TO ORDER**

Chair Leano calls the meeting to Order.

**ROLL CALL**

Board Members Lorraine Canales, 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>

**PUBLIC COMMENT**

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

**CLOSED SESSION**

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

- 1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Government Code § 54956.8)  
Property: 1902 Royalty Drive, Pomona, CA 91767  
Agency Negotiators: Ontson Placide, Diana Acosta  
Negotiating Party: 1902 Royalty Drive, LLC; Carlos Rodriguez, Nancy Pun  
Under Negotiation: Price and terms of payment
- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2). One case.

**RECONVENE TO OPEN SESSION**

The Governing Board will reconvene to an Open Session.

**CLOSED SESSION REPORT**

Any reportable action taken is announced.

**CONSENT CALENDAR****1. APPROVAL OF MINUTES OF THE OCTOBER 15, 2025, REGULAR MEETING OF THE GOVERNING BOARD**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of October 15, 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. 821 ADOPTING THE TELEWORK AND REIMBURSEMENT POLICY AND PROCEDURE NO. I.27, EFFECTIVE NOVEMBER 11, 2025**

Recommendation: “A motion to adopt Resolution No. 821 establishing the Telework and Reimbursement Policy and Procedure No. I.27 , effective November 11, 2025.

**9. CONSIDERATION OF RESOLUTION NO. 822 ADOPTING THE BUILDING ENTRY SCREENING AND SEARCH POLICY AND PROCEDURE NO. I.28, EFFECTIVE NOVEMBER 11, 2025**

Recommendation: “A motion to adopt Resolution No. 822 establishing the Building Entry Screening and Search Policy and Procedure No. I.28, effective November 11, 2025.

**10. CONSIDERATION OF RESOLUTION NO. 823 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH LINC HOUSING CORPORATION FOR TCMHA TO PROVIDE MENTAL HEALTH SERVICES TO THE RESIDENTS OF MOSAIC GARDENS, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MOU EFFECTIVE NOVEMBER 19, 2025**

Recommendation: “A motion to adopt Resolution No. 823 approving the MOU with Linc Housing Corporation for TCMHA to provide mental health services to the residents of Mosaic Gardens, a Permanent Supportive Housing property located in the City of Pomona, and authorizing the Executive Director to execute said MOU.”

**11. CONSIDERATION OF RESOLUTION NO. 824 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF POMONA TO ESTABLISH THE RESPONSE WORKFLOW BETWEEN TCMHA MOBILE CRISIS CARE (MCC) TEAM AND THE POMONA POLICE DEPARTMENT**

Recommendation: “A motion to adopt Resolution No. 824 approving the MOU with the City of Pomona to establish the response workflow between the TCMHA MCC Team and the PPD, and authorizing the Executive Director to execute said MOU, effective November 19, 2025.”

**12. CONSIDERATION OF RESOLUTION NO. 825 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF CLAREMONT TO ESTABLISH THE RESPONSE WORKFLOW BETWEEN TCMHA MOBILE CRISIS CARE (MCC) TEAM AND THE CLAREMONT POLICE DEPARTMENT**

Recommendation: “A motion to adopt Resolution No. 825 approving the MOU with the City of Claremont establishing the response workflow between the TCMHA MCC Team and the CPD, and authorizing the Executive Director to execute said MOU, effective November 19, 2025.”

**13. CONSIDERATION OF RESOLUTION NO. 826 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF LA VERNE TO ESTABLISH THE RESPONSE WORKFLOW BETWEEN TCMHA MOBILE CRISIS CARE (MCC) TEAM AND THE LA VERNE POLICE DEPARTMENT**

Recommendation: “A motion to adopt Resolution No. 826 approving the MOU with the City of La Verne establishing the response workflow between the TCMHA MCC Team and the LVPD, and authorizing the Executive Director to execute said MOU, effective November 19, 2025.”

**14. APPROVAL TO RE-APPOINT ANNE HENDERSON AS MEMBER TO THE TRI-CITY MENTAL HEALTH COMMISSION**

Recommendation: “Staff recommends that the Governing Board consider the reappointment of Anne Henderson as member to the Mental Health Commission for a three-year term expiring in December 2028.”

**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.

**ADJOURNMENT**

The Governing Board will meet next in a Regular Joint Meeting with the Mental Health Commission to be held on **Wednesday, December 17, 2025 at 5:00 p.m.** in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS, CPMC  
JPA ADMINISTRATOR/CLERK



## **MINUTES**

### **REGULAR MEETING OF THE GOVERNING BOARD October 15, 2025 – 5:00 P.M.**

The Governing Board Regular Meeting was held on Wednesday, October 15, 2025, at 5:00 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

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

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

#### **GOVERNING BOARD**

**PRESENT:** Lorraine Canales, City of Pomona, Board Member  
Sandra Grajeda, City of Claremont, Board Member  
Paula Lantz, City of Pomona, Board Member  
Elizabeth Ontiveros-Cole, City of Pomona, Board Member (Arrived at 5:23 p.m.)  
Katie Wand, City of Claremont, Alternate Board Member  
Wendy Lau, City of La Verne, Vice-Chair

**ABSENT:** Carolyn Cockrell, City of La Verne, Board Member  
Jed Leano, City of Claremont, Chair

#### **STAFF:**

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

#### **PRESENTATION**

##### **SURVEY RESULTS OF THE COMMUNITY PLANNING PROCESS INNOVATION PROJECT**

Paulina Ale, MHSA Program Coordinator for Innovations, and Rachel Straight, Peer Support Specialist, presented an overview of the Community Planning Process (CPP). Peer Support Specialist Straight explained that the CPP allowed community members, service providers, and other stakeholders to collaborate in assessing local needs and shaping future programs supporting mental health and substance use services. She emphasized that public input and community involvement were essential to understanding the unique needs of each city and its residents. Peer Support Specialist Straight outlined the purpose, timeline, and scope of the project, noting that its primary goal was to promote integrity and community collaboration. The

**AGENDA ITEM NO. 1**

timeline had been approved by MHSOAC, and the process included engagement of a peer consultant and a marketing consultant. Financial incentives such as stipends and meals were provided to increase participation, along with focus groups, supplies, and transportation vouchers.

Peer Support Specialist Straight provided the results on survey demographics from 532 total respondents, including 392 from outreach efforts and 140 from focus groups, noting that 55% of respondents lived in Pomona, 13% in La Verne, 10% in Claremont, and 23% in other cities. She explained that 344 surveys were completed in English and 48 in Spanish; that outreach efforts included 22 events, and discussed the different times and dates offered and where the events were held. She noted that employment data and school attendance data was also gathered

Peer Support Specialist Straight detailed the composition of focus groups, the ethnicity of those that participated, and reported that various community organizations, faith-based organizations, advocacy groups, medical professionals, and public and private agencies were represented in the focus groups. She also provided data of participants including employment status, whether they were consumers or persons with mental health conditions, family members or caregivers, mental health or physicians, government agencies, or community representatives. She also provided data regarding how respondents heard about TCMHA, which included through community centers, word of mouth, TCMHA staff, referrals from other agencies, online, and social media, noting that 10% of the respondents had not heard of TCMHA. She then mentioned the TCMHA services that respondents were familiar with, including therapy services, community mental health training, community navigation, crisis services, support groups, wellness center, family wellbeing program, school-based services, services for older adults, therapeutic community garden, employment and vocational support, community wellbeing grants, and TAY wellbeing program. She noted that 143 respondents indicated they were not familiar with TCMHA services.

MHSA Program Coordinator Ale also provided the participation data in TCMHA activities, and indicated that an extensive outreach and engagement efforts were undertaken to ensure community input and collaboration in shaping mental health and substance use services. She then explained the comprehensive community planning process and shared key findings from recent surveys and outreach efforts, including data on obstacles affecting participation in TCMHA activities, which respondents listed being unaware of opportunities, due to lack of information on how to get involved, scheduling conflicts, lack of accessibility to transportation, technology, and childcare. MHSA Program Coordinator Ale also summarized community feedback on desired services, noting that there was strong interest in community social groups, education workshops, housing support services, health and nutrition classes and others activities having to do with physical well-being. She further reported on the barriers mentioned to accessing mental health support which were lack of resources, privacy concerns, and uncertainty about how to get help or information, stigma within families and communities, fear of judgment, limited in-person options, lack of services in preferred languages, and insufficient telehealth options. She then provided data on underserved populations identified by the community; discussed the suggestions received for improving TCMHA's programs, noting that the most frequent recommendations were having more advertising and outreach, expand services, better communication and information, improved access, and increased community involvement and collaboration.

At 5:23 p.m., Board Member Ontiveros-Cole arrived to the meeting.

MHSA Program Coordinator Ale highlighted the success of digital marketing campaigns, noting that engagement increased from 38% to 84% after optimizing strategies and shifting budget allocations from Google to Meta, and provided data on what the campaign achieved in connection with engaging users, website visits, with Spanish-language content achieving nearly equal click volume to English content despite fewer impressions, indicating effective outreach to Hispanic audiences. She then discussed the next steps in outreach efforts, which include hiring a temporary social media coordinator through June 2026 to expand engagement efforts, incorporating community feedback, and continuing outreach to new focus groups, and acknowledged the contributions of peer support counselors.

Board Member Lantz asked whether the information presented reflected next steps or past actions, and MHSA Program Coordinator Ale clarified that the link provided could be used for reference and ongoing engagement.

### **CONSENT CALENDAR**

Board Member Lantz asked how final policies were communicated to staff, noting that the process seemed vague. Executive Director Placide explained that policies were first introduced in Executive Team meetings and that efforts were underway to expand communication systems, and pointed out that the primary platform for dissemination was SharePoint, which would include landing pages for staff where new policies would be announced through banner notifications and serve as a central repository for all policies, noting that leadership meetings were used to deliver information to teams.

Board Member Lantz also inquired about tracking compliance. Executive Director Placide stated that tracking had not yet been implemented, and noted that a feature requiring staff sign-off might be added. Vice-Chair Lau expressed a preference for an affirmative statement confirming compliance. Executive Director Placide indicated that all client or service-related policies could include such a requirement; however, other administrative policies might not need it, and pointed out that TCMHA was committed to developing a robust SharePoint system to support policy communication and accountability.

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

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

#### **1. APPROVAL OF MINUTES FROM THE SEPTEMBER 17, 2025 GOVERNING BOARD REGULAR MEETING**

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: “Staff recommends 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.”

**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**

Chief Clinical Officer Renteria reported on TCMHA’s continuing partnership with Jamboree and the development of a new supportive housing project comprising twenty-three units. She stated TCMHA agreed to provide intensive case management and supportive services to residents, while Jamboree retained responsibility for placements.

Board Member Lantz inquired if TCMHA had a specific number of beds to use for placement and if new residents would originally be from one of the three cities. Chief Clinical Officer Renteria clarified that TCMHA did not participate in the selection process and that individuals were chosen through a complex statewide system for permanent housing, noting that after individuals are housed, they would meet TCMHA's criteria as a resident.

Executive Director Placide emphasized the organization's comprehensive approach to addressing homelessness, which includes housing interventions and collaborative partnerships, noting that serving individuals who come into the cities aligns with the mission and supports the broader mental health service array.

Board Member Lantz raised concerns about community perception, observing that some members questioned regional placements. Executive Director Placide stated that addressing homelessness at all levels benefits the local population and reflects the organization's commitment to systemic solutions.

Board Member Canales asked if the residents had already been selected and if they came from any city. Chief Clinical Officer Renteria stated TCMHA does participate in the selection process; however, Jamboree conducts a complicated state selection process.

Vice-Chair Lau inquired about the turnover rate and if TCMHA would have input in the future. Chief Clinical Officer Renteria stated it is a larger process across the whole state.

Board Member Ontiveros-Cole noted community concerns regarding regional placements, particularly the perception that they were not limited to Pomona. Chief Clinical Officer Renteria acknowledged these concerns as part of a larger societal issue, emphasizing that this initiative was distinguished from shelter programs, as residents have been a part of a longer selection process.

General Counsel Flower explained that the project involved layered financing and that TCMHA's role was as a service provider rather than a funder. Board Member Lantz noted that funding participation would alter the nature of involvement. Executive Director Placide confirmed that ongoing dollars for housing interventions were available, along with the right to decline participation if necessary. Chief Clinical Officer Renteria reiterated that once residents were placed, they met the organization's criteria for services.

Board Member Canales sought clarification on eligibility and demographics. Chief Clinical Officer Renteria confirmed that the units were studio apartments for individuals only, with no age restrictions.

Vice-Chair Lau stated that geographic borders should not define service delivery and that supporting individuals who come to the three cities is consistent with serving the organization's population.

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

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

**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**

Executive Director Placide expressed appreciation for the Governing Board's consideration of previous discussions in connection with the authorization of property purchase. He then provided an update on the proposed property acquisition on Baseline Road stating that the building under consideration is an administrative facility located in Claremont and is approximately 5,300 square feet larger than the current space on Indian Hill Boulevard. He explained that the property would support the organization's infrastructure growth plan and address significant operational needs. He also reported that the funds to be used were accumulated dollars in the CFTN Plan, which are subject to reversion if not expended. Therefore, the purchase would be made in cash; that the purchase and sale agreement was scheduled to be executed beginning on October 16, 2025, initiating a 60-day escrow period; that it is anticipated that all contingencies be satisfied by December 16, with an additional 30-day extension into January if necessary. Lastly, he stated that the current tenant would vacate by end of March, when the lease ends.

Board Member Canales inquired about the presence of a sprinkler system. Executive Director Placide stated that the building does not have a sprinkler system and indicated the need for access to conduct an assessment, which would be included as part of the contingencies.

Board Member Lantz asked whether the assessment results would be presented to the Governing Board. General Counsel Flower indicated that it could be presented, noting that if the costs associated with the assessment were substantial, the matter would return to the Board for review. Executive Director Placide confirmed that this scenario had already been confirmed with the property owner.

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

There being no further discussion, Board Member Canales moved, and Board Member Ontiveros-Cole seconded, to approve 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. AYES: Alternate Board Member Wand; Board Members Canales, Grajeda, Lantz and Ontiveros-Cole; and Vice-Chair Lau. NOES: None. ABSTAIN: None. ABSENT: Board Member Cockrell and Chair Leano.

**GOVERNING BOARD COMMENTS**

There was none.

### **PUBLIC COMMENT**

Michaela introduced herself as a representative of Project Return Peer Support Network (PRPSN), and commented on the progress of the process and noted that, as a public policy committee member for her agency and for the California Association of Social Rehabilitation Agencies (CASRA) she had participated in discussions regarding the community planning process across various counties. She observed that the process appeared disorganized in many counties and contrasted this with TCMHA's approach, which placed significant emphasis on focus groups and securing community support. She stated that this level of engagement was unusual compared to other counties and commended TCMHA for doing an exceptional job, and also expressed appreciation for the opportunity to work on the project and thanked the board.

### **CLOSED SESSION**

At 5:49 p.m., the Governing Board recessed to a Closed Session pursuant to Government Code § 54956.9(d)(2), to hold a conference with legal counsel (pending litigation), due to significant exposure to litigation. One case.

### **RECONVENE TO OPEN SESSION**

At 6:11 p.m. the Governing Board reconvened to an Open Session.

### **CLOSED SESSION REPORT**

There was no reportable action.

### **ADJOURNMENT**

At 6:11 p.m., on consensus of the Governing Board its Regular Meeting of October 15, 2025, was adjourned. 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.

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Micaela Perez Olmos, CPMC  
JPA Administrador/Clerk



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

**DATE:** November 19, 2025  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Ontson Placide, LMFT, Executive Director  
**SUBJECT:** Executive Director Monthly Report

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**I. EXECUTIVE SUMMARY**

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 Consultants and LACDMH continues.
- 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.

**II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES**

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

B. Human Resources – Month Ending October 2025:

- Total Staff is 220 full-time and 10 part-time plus 41 full-time vacancies 4 part-time vacancies for a total of 268 full-time equivalent positions.
- There were no new hires in October 2025.
- There were 2 separations in October 2025.

Workforce Demographics in October 2025:

- |   |        |
|---|--------|
| • American Indian or Alaska Native =        | 0.43%  |
| • Asian =                                   | 6.96%  |
| • Black or African American =               | 7.39%  |
| • Hispanic or Latino =                      | 64.35% |
| • Native Hawaiian or Other Pacific Islander | 0.43%  |
| • Other =                                   | 2.61%  |
| • Two or more races =                       | 1.74%  |
| • White or Caucasian =                      | 16.09% |

New Posted Positions in October 2025:

- Behavioral Health Specialist – Adult FSP (1 FTE)
- Clinical Therapist I/II – AOP (1 FTE)
- Clinical Therapist I/II – Adult FSP (2 FTEs)

Turnover Rate Reduction

Tri-City Mental Health has achieved a notable reduction in employee turnover for the current year. As of October 2025, our projected annual turnover rate is approximately 16.6%, a significant improvement compared to 25.5% in 2024.

**Key Highlights:**

**2025 Year-to-Date (Jan – Oct):**

- Total separations: 30 employees
- Average staff size: 216 employees
- Projected annual turnover rate: 16.6%
- Quarterly turnover rates: Q1: 4.28%, Q2: 4.13%, Q3: 4.15%

**2024 Full Year:**

- Total separations: 53 employees
- Average staff size: 208 employees
- Annual turnover rate: 25.5%
- Quarterly turnover rates: Q1: 6.68%, Q2: 7.75%, Q3: 6.30%, Q4: 4.80%

**Trend:** Turnover rates in 2025 are lower and more stable, with no major spikes as seen in previous years. The average number of employees has increased slightly, contributing to lower turnover percentages.

For context, annual turnover in prior years were:

2023: 19.1%  
2022: 17.4%  
2021: 18.8%  
2020: 14.8%

If current trends continue, Tri-City's annual turnover rate will remain well below last year's level, reflecting improved staff retention and organizational stability. We will continue to monitor these trends and provide updates as the year progresses.

**C. Information Technology (IT)**

1. SharePoint site - IT continuing to build out the new site for the entire agency, and anticipated to have full implementation by January/Feb 2026.
2. Computer Upgrades - Implementation of Computer upgrades completed (end of October) for all staff.
3. Unified Communications - Planning and comparative testing for most appropriate application continues. Anticipated final selection is January 2026.

4. Electronic Health Record – Reviewing various Electronic Health Record vendors for efficiency and effectiveness anticipating greater diverse needs with BHSA / SUD and other programming. Collaboration with QI/QA.

### **III. INTERAGENCY COLLABORATION / COMMUNITY PARTNERSHIPS**

#### Reversion Projects Update

- Pomona City Council approved the Tri-City funded 2 Permanent Supportive Housing Projects 11/3/25.
- Still awaiting overall State acceptance of the St Ambrose PSH Project.

### **IV. NATIONAL & STATEWIDE UPDATES IN BEHAVIORAL HEALTH**

**October income taxes \$2 billion above target-** Preliminary data from California's state tax agencies shows that personal and corporate income taxes in October came in approximately \$2.0 billion more than projected in the June 2025 state budget act. The month's tax receipts include a few billion dollars of 2024 and 2025 taxes from Los Angeles County delayed for months due to the January wildfires. [#CA Budget](#)

**H.R. 1 Jeopardizes Californians' Access to Behavioral Health Care and Key State Reforms-** California's behavioral health system depends on Medi-Cal to serve adults and children. Proposed changes under H.R. 1 threaten Medi-Cal's core funding and eligibility, putting at risk the state's ongoing investments in behavioral health and housing and leaving more people without access to needed care. [California Budget & Policy Center](#)

**Californians' Concern about Homelessness Has Softened-** Despite billions in state spending to address homelessness, California's unhoused population grew by more than 20%—an increase of roughly 36,000 people—between 2019 and 2024. The state may have made progress in the past couple of years, as overall growth in homelessness slowed to just 3% between 2023 and 2024 and there was virtually no increase in the unsheltered homeless population. However, many are concerned that potential federal program cuts and reductions in state funding could undermine this recent progress. How do Californians feel about homelessness in their own communities? [Public Policy Institute of California](#)

**L.A. jails scale back opioid addiction treatment as fatal overdoses continue-** Los Angeles County jails pared back access to life-saving opioid addiction treatment this fall during one of the system's deadliest years on record, according to records obtained by CalMatters and interviews with staff. The policy change came one week after Attorney General Rob Bonta filed a lawsuit against the county over "inhumane" conditions across its jail system, citing a "shocking rate of deaths," including overdoses. In interviews with CalMatters, two Correctional Health Services physicians expressed alarm over the reductions, saying that even the slightest delay in treatment is "wildly dangerous" and can lead to more fatal overdoses. [CalMatters](#)



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

**DATE:** *November 19, 2025*

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

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

**SUBJECT:** **Monthly Report on Finance and Facilities**

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**I. EXECUTIVE SUMMARY**

**Unaudited Financial Statements For The Three Months Ended September 30, 2025  
(2026 Fiscal Year-To-Date):**

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

The increase in net position (income) is approximately \$8.7 million. MHSA operations accounted for approximately \$9.1 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 \$4.8 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 \$444 thousand is from Clinic outpatient operations, which is the result of operations for the three months ended September 30, 2025 which includes one-time payments made at the beginning of the year.

**AGENDA ITEM NO. 3**

The total cash balance at September 30, 2025 was approximately \$68.0 million, which represents an decrease of approximately \$1.7 million 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 decrease in cash of approximately \$188 thousand primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately \$1.8 million, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in MHSA cash reflects the receipt of approximately \$4.8 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 three months ended September 30, 2025. An additional \$1.0 million has been received through November 14, 2025.

## **II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES**

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

### 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.

## **III. ADMINISTRATIVE UPDATES**

### **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 has provided the appropriate responses with the final report due in December 2025

**Internal**

- Preparation for the BHSA Integrated Plan

**IV. ATTACHMENTS**

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

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

	AT SEPTEMBER 30, 2025			AT JUNE 30, 2025		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
<b>Current Assets</b>						
Cash	\$ 18,199,817	\$ 49,793,102	\$ 67,992,919	\$ 17,961,366	\$ 51,687,939	\$ 69,649,305
Accounts receivable, net of reserve for uncollectible accounts \$761,915 at September 30, 2025 and \$527,386 at June 30, 2025	4,592,584	5,884,150	10,476,733	5,537,192	4,375,601	9,912,793
	<u>22,792,400</u>	<u>55,677,252</u>	<u>78,469,652</u>	<u>23,498,558</u>	<u>56,063,540</u>	<u>79,562,098</u>
<b>Property and Equipment</b>						
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	(2,976,782)	(5,307,727)	(8,284,509)	(2,942,061)	(5,194,991)	(8,137,053)
Rights of use assets-building lease	2,195,359	-	2,195,359	-	-	-
Accumulated amortization-building lease	(100,268)	-	(100,268)	-	-	-
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>3,782,950</u>	<u>4,860,279</u>	<u>8,643,229</u>	<u>1,691,716</u>	<u>4,973,014</u>	<u>6,664,730</u>
<b>Other Assets</b>						
Deposits and prepaid assets	687,485	62,745	750,230	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>4,470,435</u>	<u>7,723,024</u>	<u>12,193,459</u>	<u>1,815,817</u>	<u>7,835,759</u>	<u>9,651,576</u>
<b>Total Assests</b>	<u>27,262,836</u>	<u>63,400,276</u>	<u>90,663,111</u>	<u>25,314,375</u>	<u>63,899,299</u>	<u>89,213,674</u>
<b>Deferred Outflows of Resources</b>						
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>
<b>Total Assets and Deferred Outflows of Resources</b>	<u>\$ 32,617,950</u>	<u>\$ 63,400,276</u>	<u>\$ 96,018,225</u>	<u>\$ 30,669,489</u>	<u>\$ 63,899,299</u>	<u>\$ 94,568,788</u>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	654,836	50,676	705,512	624,755	552,315	1,177,070
Accrued payroll liabilities	822,568	126,074	948,643	117,583	350,534	468,118
Accrued vacation and sick leave	654,838	1,357,567	2,012,405	636,548	1,292,202	1,928,750
Deferred revenue	327,194	-	327,194	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	300,806	-	300,806	-	-	-
Current portion of SBITA liability	272,492	-	272,492	272,492	-	272,492
Total Current Liabilities	<u>7,376,235</u>	<u>5,739,863</u>	<u>13,116,099</u>	<u>6,828,789</u>	<u>6,356,588</u>	<u>13,185,378</u>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	(14,275)	14,275	-	(65,052)	65,052	-
<b>Long-Term Liabilities</b>						
Lease liability	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	-	10,351,298	10,351,298	-	6,358,247	6,358,247
Total Long-Term Liabilities	<u>11,801,819</u>	<u>10,351,298</u>	<u>22,153,117</u>	<u>10,007,534</u>	<u>6,358,247</u>	<u>16,365,781</u>
<b>Total Liabilities</b>	<u>19,163,780</u>	<u>16,105,437</u>	<u>35,269,216</u>	<u>16,771,271</u>	<u>12,779,888</u>	<u>29,551,159</u>
<b>Deferred Inflow of Resources</b>						
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>
<b>NET POSITION</b>						
Invested in capital assets net of related debt	1,286,445	4,860,279	6,146,724	1,290,301	4,973,014	6,263,315
Restricted for MHSA programs	-	42,434,560	42,434,560	-	33,226,218	33,226,218
Unrestricted	12,101,681	-	12,101,681	12,541,872	-	12,541,872
Total Net Position	<u>13,388,126</u>	<u>47,294,839</u>	<u>60,682,964</u>	<u>13,832,173</u>	<u>38,199,232</u>	<u>52,031,405</u>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<u>\$ 32,617,950</u>	<u>\$ 63,400,276</u>	<u>\$ 96,018,225</u>	<u>\$ 30,669,489</u>	<u>\$ 63,899,299</u>	<u>\$ 94,568,788</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**  
**THREE MONTHS ENDED SEPTEMBER 30, 2025 AND 2024**

	PERIOD ENDED 9/30/25			PERIOD ENDED 9/30/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 1,086,346	\$ 1,555,416	\$ 2,641,762	\$ 1,159,263	\$ 1,561,481	\$ 2,720,744
Medi-Cal FFP FYE Prior Year	-	-	-	241,817	200,939	442,755
Medi-Cal SGF-EPSDT	218,134	422,364	640,498	292,055	413,107	705,162
Medi-Cal SGF-EPSDT Prior Year	-	-	-	59,226	52,058	111,284
Medicare	4,079	2,666	6,745	2,375	1,306	3,681
Contracts	-	8,278	8,278	-	8,035	8,035
Rent income - TCMH & MHSA Housing	3,234	15,777	19,011	3,234	17,622	20,856
Other income	202	257	459	236	215	451
<b>Net Operating Revenues</b>	<b>1,311,995</b>	<b>2,004,758</b>	<b>3,316,753</b>	<b>1,758,206</b>	<b>2,254,764</b>	<b>4,012,969</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	2,631,021	5,633,687	8,264,708	2,121,570	4,941,831	7,063,401
Facility and equipment operating cost	161,397	715,085	876,482	158,196	407,525	565,721
Client lodging, transportation, and supply expense	4,354	41,656	46,011	2,969	415,492	418,461
Depreciation & amortization	80,043	167,682	247,725	74,369	148,209	222,578
Other operating expenses	221,877	641,554	863,431	249,834	686,368	936,203
<b>Total Operating Expenses</b>	<b>3,098,691</b>	<b>7,199,665</b>	<b>10,298,356</b>	<b>2,606,939</b>	<b>6,599,425</b>	<b>9,206,364</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(1,786,696)</b>	<b>(5,194,907)</b>	<b>(6,981,603)</b>	<b>(848,734)</b>	<b>(4,344,661)</b>	<b>(5,193,395)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	913,838	-	913,838	913,838	-	913,838
MHSA funds	-	13,729,208	13,729,208	-	15,917,286	15,917,286
Grants and Contracts	266,851	-	266,851	150,088	-	150,088
Interest Income net with FMV	161,959	561,306	723,265	144,679	672,229	816,908
Total Non-Operating Revenues (Expense)	1,342,648	14,290,514	15,633,162	1,208,604	16,589,515	17,798,120
<b>INCOME (LOSS)</b>	<b>(444,048)</b>	<b>9,095,607</b>	<b>8,651,559</b>	<b>359,871</b>	<b>12,244,854</b>	<b>12,604,725</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(444,048)</b>	<b>9,095,607</b>	<b>8,651,559</b>	<b>359,871</b>	<b>12,244,854</b>	<b>12,604,725</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
<b>NET POSITION, END OF MONTH</b>	<b>\$ 13,388,126</b>	<b>\$ 47,294,839</b>	<b>\$ 60,682,964</b>	<b>\$ 10,380,169</b>	<b>\$ 44,584,036</b>	<b>\$ 54,964,205</b>

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

**Definitions:**

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

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

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

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

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

	PERIOD ENDED 9/30/25			PERIOD ENDED 9/30/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 231,469	\$ 557,756	\$ 789,225	\$ 3,926,559	\$ 4,353,693	\$ 8,280,252
Cash payments to suppliers and contractors	(966,252)	(1,954,881)	(2,921,133)	(729,248)	(1,953,242)	(2,682,490)
Payments to employees	(1,907,746)	(5,792,782)	(7,700,528)	(1,528,230)	(5,156,703)	(6,684,933)
	<u>(2,642,529)</u>	<u>(7,189,906)</u>	<u>(9,832,436)</u>	<u>1,669,081</u>	<u>(2,756,252)</u>	<u>(1,087,171)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	4,802,079	4,802,079	-	9,602,317	9,602,317
CalHFA-State Administered Projects	-	-	-	-	532	532
Realignment	2,592,213	-	2,592,213	913,838	-	913,838
Grants and Contracts	124,765	-	124,765	445,994	-	445,994
	<u>2,716,978</u>	<u>4,802,079</u>	<u>7,519,058</u>	<u>1,359,832</u>	<u>9,602,849</u>	<u>10,962,681</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(30,865)	-	(30,865)	(16,755)	(165,799)	(182,554)
Intercompany-MHSA & TCMH	50,777	(50,777)	-	(1,547,449)	1,547,449	-
	<u>19,912</u>	<u>(50,777)</u>	<u>(30,865)</u>	<u>(1,564,204)</u>	<u>1,381,650</u>	<u>(182,554)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	132,701	506,567	639,268	81,816	403,657	485,473
	<u>132,701</u>	<u>506,567</u>	<u>639,268</u>	<u>81,816</u>	<u>403,657</u>	<u>485,473</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	227,063	(1,932,038)	(1,704,975)	1,546,525	8,631,904	10,178,428
<b>Cash Equivalents at Beginning of Year</b>	17,961,366	51,687,939	69,649,305	11,061,930	36,745,684	47,807,614
<b>Cash Equivalents at End of Month</b>	<u>\$ 18,188,429</u>	<u>\$ 49,755,901</u>	<u>\$ 67,944,330</u>	<u>\$ 12,608,454</u>	<u>\$ 45,377,588</u>	<u>\$ 57,986,042</u>
<b>Cash from the Balance Sheet</b>	<u>18,199,817</u>	<u>49,793,102</u>	<u>67,992,919</u>	<u>12,647,660</u>	<u>45,590,455</u>	<u>58,238,115</u>
<b>YTD Gain/(Loss) from GASB 31 Fair Market Value</b>	<u>\$ 11,388</u>	<u>\$ 37,201</u>	<u>\$ 48,589</u>	<u>39,206</u>	<u>212,867</u>	<u>252,073</u>

**Definitions:**

TCMH=Tri-City's Outpatient Clinic  
MHSA=Mental Health Services Act (Proposition 63)

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

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 1,184,674	\$ 2,222,460	\$ (1,037,785)	\$ 1,696,200	\$ 2,624,500	\$ (928,299)	\$ 2,880,875	\$ 4,846,959	\$ (1,966,085)
Medi-Cal SGF-EPSDT	237,878	226,669	11,209	460,593	568,597	(108,004)	698,471	795,266	(96,794)
Medicare	4,079	2,375	1,704	2,666	1,250	1,416	6,745	3,625	3,120
Contracts	-	-	-	8,278	-	8,278	8,278	-	8,278
Rent income - TCMH & MHSA Housing	3,234	3,384	(150)	15,777	23,155	(7,378)	19,011	26,539	(7,528)
Other income	202	-	202	257	-	257	459	-	459
Provision for contractual disallowances	(118,072)	(199,082)	81,010	(179,014)	(319,310)	140,296	(297,086)	(518,392)	221,306
<b>Net Operating Revenues</b>	<b>1,311,995</b>	<b>2,255,806</b>	<b>(943,810)</b>	<b>2,004,758</b>	<b>2,898,192</b>	<b>(893,434)</b>	<b>3,316,753</b>	<b>5,153,997</b>	<b>(1,837,244)</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	2,631,021	2,933,038	(302,018)	5,633,687	6,526,158	(892,471)	8,264,708	9,459,196	(1,194,488)
Facility and equipment operating cost	161,397	150,834	10,563	715,085	423,977	291,109	876,482	574,810	301,672
Client program costs	4,354	13,334	(8,980)	41,656	153,369	(111,713)	46,011	166,703	(120,692)
Grants	13,531	329,566	(316,035)	51,372	33,412	17,959	64,903	362,978	(298,076)
MHSA training/learning costs	-	-	-	-	24,243	(24,243)	-	24,243	(24,243)
Depreciation & amortization	80,043	45,355	34,688	167,682	152,327	15,355	247,725	197,682	50,043
Other operating expenses	208,346	178,347	29,999	590,183	596,093	(5,910)	798,528	774,440	24,089
<b>Total Operating Expenses</b>	<b>3,098,691</b>	<b>3,650,473</b>	<b>(551,782)</b>	<b>7,199,665</b>	<b>7,909,578</b>	<b>(709,913)</b>	<b>10,298,356</b>	<b>11,560,052</b>	<b>(1,261,695)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(1,786,696)</b>	<b>(1,394,668)</b>	<b>(392,028)</b>	<b>(5,194,907)</b>	<b>(5,011,386)</b>	<b>(183,521)</b>	<b>(6,981,603)</b>	<b>(6,406,054)</b>	<b>(575,549)</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	913,838	913,838	-	-	-	-	913,838	913,838	-
MHSA Funding	-	-	-	13,729,208	14,854,572	(1,125,364)	13,729,208	14,854,572	(1,125,364)
Grants and contracts	266,851	652,301	(385,450)	-	-	-	266,851	652,301	(385,450)
Interest (expense) income, net	161,959	118,545	43,414	561,306	555,405	5,901	723,265	673,950	49,315
<b>Total Non-Operating Revenues (Expense)</b>	<b>1,342,648</b>	<b>1,684,684</b>	<b>(342,036)</b>	<b>14,290,514</b>	<b>15,409,977</b>	<b>(1,119,463)</b>	<b>15,633,162</b>	<b>17,094,661</b>	<b>(1,461,499)</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ (444,048)</b>	<b>\$ 290,016</b>	<b>\$ (734,064)</b>	<b>\$ 9,095,607</b>	<b>\$ 10,398,591</b>	<b>\$ (1,302,984)</b>	<b>\$ 8,651,559</b>	<b>\$ 10,688,606</b>	<b>\$ (2,037,047)</b>

**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  
THREE MONTHS ENDING SEPTEMBER 30, 2025**

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

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

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

**Net Operating Revenues**

*Net operating revenues are lower than the budget by \$1.8 million for the following reasons:*

- 1 **Medi-Cal FFP revenues for FY 2025-26** were approximately \$2 million lower than the budget. Medi-Cal FFP revenues were \$1.0 million lower for TCMH and approximately \$928 thousand lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$727 thousand and the children program revenues were lower by \$311 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$709 thousand and the Children and TAY FSP programs were lower by \$219 thousand.
- 2 **Medi-Cal SGF-EPSDT revenues for fiscal year 2025-26** were lower than budget by \$97 thousand of which \$11 thousand higher were from TCMH and \$108 thousand lower were from MHSA. SGF-EPSDT relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
- 3 **Medicare revenues** are \$3 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 \$8 thousand higher than the budget from MHSA.
- 5 **Rent Incomes** are lower than the budget by approximately \$8 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 \$221 thousand due to lower revenues.

**Operating Expenses**

*Operating expenses were lower than budget by approximately \$1.3 million for the following reasons:*

- 1 **Salaries and benefits** are approximately \$1.2 million lower than the budget and of that amount, salaries and benefits are \$302 thousand lower for TCMH operations and are \$892 thousand lower for MHSA operations. These variances are due to the following:  
  
TCMH salaries are lower than the budget by \$258 thousand due to vacant positions. Benefits are also lower by \$44 thousand.  
  
MHSA salaries are lower than budget by \$869 thousand. The direct program salary costs are lower by \$426 thousand due to vacant positions and the administrative salary costs are lower than the budget by \$443 thousand. Benefits are lower than the budget by \$23 thousand due to lower health insurance of \$166 thousand, state unemployment insurance of \$44 thousand and medicare tax of \$15 thousand. These lower costs are offset by the annual payment of CalPERS Unfunded Accrued Liability in July.
- 2 **Facility and equipment operating costs** were higher than the budget by \$302 thousand of which \$11 thousand higher was from TCMH and \$291 thousand higher was from MHSA. Overall, furniture costs were higher than the budget by \$5 thousand, building and facility costs were higher by \$19 thousand, equipment costs were higher by \$278 thousand due to the Lap top Refresh Project which replace new laptops for all staff and at the same time, update everyone's email address to Tricitymhsa.ca.gov.
- 3 **Client program costs** are lower than the budget by approximately \$121 thousand.
- 4 **Grants for fiscal year 2025-26** are \$298 thousand lower than the budget. These are the sub-grants awarded under the TCMH Mental Health Student Services Act program and the community grants under the MHSA PEI Community Wellbeing project.
- 5 **MHSA learning and training costs** are \$24 thousand lower than the budget.
- 6 **Depreciation and amortization** are approximately \$50 thousand higher than the budget.
- 7 **Other operating expenses** were higher than the budget by \$24 thousand of which \$30 thousand higher were from TCMH and \$6 thousand lower 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 attorney fees and lower professional fees from MHSA.

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

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

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

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

**Non-Operating Revenues (Expenses)**

*Non-operating revenues, net, are lower than budget by approximately \$1.5 million as follows:*

**1 TCMH non-operating revenues** are \$342 thousand lower than the budget. Of that, realignment fund was in line with the budget, grants and contracts were lower by \$385 thousand, and interest income net with interest expense were higher by \$43 thousand.

**2 MHSA non-operating revenue** is lower than the budget by \$1.1 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:

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 10,424,618	\$ 10,424,618	\$ -
<b>PEI funds received and available to be spent</b>	2,283,557	3,408,921	(1,125,364)
<b>WET funds received and available to be spent</b>	-	-	-
<b>CFTN funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	1,021,033	1,021,033	-
<b>Non-operating revenues recorded</b>	<u>\$ 13,729,208</u>	<u>\$ 14,854,572</u>	<u>\$ (1,125,364)</u>

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

**PEI recorded revenue** is lower than budget by approximately \$1.1 million. The difference is due to the amount received and available for the PEI plan through September 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 higher than budget by approximately \$6 thousand.

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

	PERIOD ENDED 9/30/25			PERIOD ENDED 9/30/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 1,086,346	\$ 1,555,416	\$ 2,641,762	\$ 1,159,263	\$ 1,561,481	\$ 2,720,744
Medi-Cal FFP FYE Prior Year	-	-	-	241,817	200,939	442,755
Medi-Cal SGF-EPSDT	218,134	422,364	640,498	292,055	413,107	705,162
Medi-Cal SGF-EPSDT Prior Year	-	-	-	59,226	52,058	111,284
Medicare	4,079	2,666	6,745	2,375	1,306	3,681
Realignment	913,838	-	913,838	913,838	-	913,838
MHSA funds	-	13,729,208	13,729,208	-	15,917,286	15,917,286
Grants and contracts	266,851	8,278	275,130	150,088	8,035	158,123
Rent income - TCMH & MHSA Housing	3,234	15,777	19,011	3,234	17,622	20,856
Other income	202	257	459	236	215	451
Interest Income	161,959	561,306	723,265	144,679	672,229	816,908
<b>Total Revenues</b>	<b>2,654,644</b>	<b>16,295,272</b>	<b>18,949,915</b>	<b>2,966,810</b>	<b>18,844,279</b>	<b>21,811,089</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	2,631,021	5,633,687	8,264,708	2,121,570	4,941,831	7,063,401
Facility and equipment operating cost	161,397	715,085	876,482	158,196	407,525	565,721
Client lodging, transportation, and supply expense	4,354	41,656	46,011	2,969	415,492	418,461
Depreciation & amortization	80,043	167,682	247,725	74,369	148,209	222,578
Other operating expenses	221,877	641,554	863,431	249,834	686,368	936,203
<b>Total Expenses</b>	<b>3,098,691</b>	<b>7,199,665</b>	<b>10,298,356</b>	<b>2,606,939</b>	<b>6,599,425</b>	<b>9,206,364</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(444,048)</b>	<b>9,095,607</b>	<b>8,651,559</b>	<b>359,871</b>	<b>12,244,854</b>	<b>12,604,725</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
<b>NET POSITION, END OF MONTH</b>	<b>\$ 13,388,126</b>	<b>\$ 47,294,839</b>	<b>\$ 60,682,964</b>	<b>\$ 10,380,169</b>	<b>\$ 44,584,036</b>	<b>\$ 54,964,205</b>

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

**Definitions:**

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

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

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

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

**DATE:** November 19, 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 Report on Clinical Department

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### **I. EXECUTIVE SUMMARY**

During this reporting period, the Clinical Department advanced several key initiatives to support Tri-City Mental Health Authority's mission. Notably, the team made significant progress on the Integrated Plan for Behavioral Health Services Act (BHSA) implementation, ensuring alignment with regulatory requirements and community needs. In addition, we successfully launched the kickoff for program planning related to BHSA services, setting the foundation for enhanced service delivery. These efforts reflect our ongoing commitment to innovation, collaboration, and the continuous improvement of behavioral health programs for our community.

### **II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES**

Earlier this year, applications were submitted to the LA County Department of Public Health Substance Abuse Prevention and Control, as well as the Department of Health Care Services for the Initial Provider Application so that TCMHA can become a certified Drug Medi-Cal provider. As we receive feedback, we are continuing our efforts to achieve certification and secure a contract. This remains a top priority for the department and the agency as a whole and will continue to be an area of focus in the coming months.

### **III. ADMINISTRATIVE UPDATES**

The Clinical Department is actively collaborating with internal departments to develop and implement new programs under the Behavioral Health Services Act (BHSA). Program managers are currently focused on designing and refining workflows, ensuring program fidelity, and establishing operational protocols for a range of evidence-based services. These include Assertive Community Treatment, High Fidelity Wraparound, Individual Placement and Supports, and Coordinated Specialty Care for Psychosis, among others. This collaborative approach is intended to ensure that each program is launched with clear standards, effective interagency coordination, and a strong foundation for success as BHSA initiatives roll out in the coming year.

#### **IV. INTERAGENCY COLLABORATION**

The Clinical Department continues to prioritize strong partnerships with both healthcare and housing organizations to enhance service delivery for our community. We are working closely with local hospitals through our Mobile Crisis Care program, ensuring rapid, coordinated responses to behavioral health crises and supporting seamless transitions for individuals in need of acute care. In addition, our ongoing collaboration with housing organizations—including Linc Housing and Jamboree Housing—focuses on expanding access to stable, supportive mental health services for individuals in our service area receiving housing services.



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

**DATE:** November 19, 2025

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

**FROM:** Seeyam Teimoori, MD, Medical Director

**SUBJECT:** Monthly Report for the Psychiatry Department

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**I. EXECUTIVE SUMMARY**

We are glad to report that we are in the process of hiring 2 of our current locum adult psychiatrists on full time basis. They are a welcome addition to the team and part of the bigger picture as it pertains to future clinical program expansion. We are also actively recruiting psychiatric mental health nurse practitioners to our system of care to ensure that we continue to provide timely psychiatric services.

**II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES**

- In alignment with the agency's goal to provide robust and timely crises and urgent assessments and services, we initiated plans to ensure our psychiatric technician team members are all LPS certified so they can provide support to our mobile crisis team, when needed.
- To ensure timely access to medications for our patients, reduce pharmacy rejections and delays and to align our prescribing practices with state policy, the Medi-Cal Rx formulary was adopted for all medications prescribed by our provider.

**III. INTERAGENCY COLLABORATION**

Collaboration with multiple departments for Drug Medi-Cal and PAVE applications and BHSA integration plan.



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

**DATE:** November 19, 2025

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

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

**SUBJECT:** November Staff Report for MHSA

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## **I. EXECUTIVE SUMMARY**

Tri-City Mental Health Authority staff advanced community engagement, staff development, and interagency collaboration this past month. Staff delivered mental health presentations across schools and community groups, reviewed the MHSA Data Notebook with findings slated for a December presentation, participated in local outreach and stigma-reduction events, and began planning tailored crisis response training.

## **II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES**

### Community Navigator Thanksgiving Resource Initiative

The Community Navigator team is actively identifying and verifying Thanksgiving resources available throughout the community. These efforts aim to compile a comprehensive list of services and support for the families and individuals we serve during the holiday season.

### MHSA Data Notebook Review

The MHSA Projects Manager recently met with the Data Notebook Ad Hoc Committee of Commissioners to review and discuss this year's Data Notebook. The 2025 focus is on *Wellness and Recovery Centers in California's Public Behavioral Health System*. The committee examined Tri-City's data and survey responses related to our Wellness Center and explored potential areas for further investigation aligned with this year's theme. The findings will be presented to the Tri-City Mental Health Commission and Governing Board at the joint meeting scheduled for December 17th.

## **III. ADMINISTRATIVE UPDATES**

Staff engaged in a variety of enriching training opportunities this past month:

- LEAP Training: Through SCRP, staff were introduced to the LEAP (Listen-Empathize-Agree-Partner®) model. Four team members completed the trainer series, equipping them to facilitate future LEAP trainings internally.

- Clinical Supervision & Emotional Intelligence: Staff participated in a 15-hour Clinical Supervision Training and attended the *Handling Emotionally Charged Situations* seminar to enhance supervisory and interpersonal skills.
- October Safety Month: In recognition of Safety Month, the Safety Committee assigned three new Relias training courses:
  - *Ergonomics in the Office*
  - *Basics of Personal Protective Equipment*
  - *Fire Prevention and Response: The Basics*

### Peer Mentor Training

In October, peer mentors received specialized training from a Community Behavioral Health Trainer in the following areas:

- Adverse Childhood Experiences (ACEs)
- Community Resiliency Model (CRM)
- Wellness Recovery Action Plan (WRAP)
- Motivational Interviewing

## **IV. INTERAGENCY COLLABORATION / COMMUNITY PARTNERSHIPS**

### November is Native American Heritage Month

November is the time to celebrate and honor the history, culture, and ongoing contributions of Native and Indigenous communities. It's an opportunity to reflect on the importance of culturally rooted healing, community connection, and the many ways we can support wellbeing through inclusion and understanding. Let's take this month to learn, listen, and celebrate the rich traditions and resilience of Native and Indigenous communities — and continue fostering care that honors every person's story and heritage.

### Community Presentations & Trainings

In October, Tri-City staff delivered a robust lineup of mental health presentations across the region:

- Adverse Childhood Experiences (ACEs): Presented to Bonita Unified School District (BUSD) interns and the Tri-City Community.
- Mental Health First Aid (Adult): Delivered to University of La Verne students.
- Youth Mental Health First Aid: Provided to BUSD interns.
- Community Resiliency Model (CRM): Shared with Tri-City Peer Mentor Program service learners, BUSD interns, and Western University dental students.

- Wellness Recovery Action Plan (WRAP): Facilitated for Peer Mentor Program service learners.
- Special Event – “In Our Own Voice”: In collaboration with NAMI GLAC, this impactful presentation featured individuals with lived experience sharing their mental health journeys. It was well received by the community.

### Crisis Response Collaboration

The Mobile Crisis Team participated in a virtual presentation introducing the PADs platform and project objectives. Team members were invited to future engagement meetings to co-develop a tailored training for crisis response. A clinical representative attended the initial planning session to ensure the training aligns with local frontline needs.

### Community Navigator Outreach

The Community Navigator Program expanded its outreach through:

1. Participation in the San Gabriel Valley Regional Center Resource **Fair**
2. Agency tours at:
  - Project Sister’s new facility
  - Project Resilience
  - House of Ruth
  - Hope Through Housing

Additionally, the team successfully secured permanent housing for four families at the new Christopher Hart Myer Plaza Apartments, supporting them with documentation, mental health services, and the Good Tenant curriculum.

### Community Planning Project (CPP) Milestone

The CPP project reached a key milestone with the presentation of its community survey results to the Governing Board. With 532 responses, the survey provided valuable insights into community needs. The Innovation Team shared findings and distributed new marketing materials developed in partnership with a marketing consultant.

### Stigma Reduction & Suicide Prevention

October featured a series of impactful community events:

- Hosted a *Lotería* activity with the Adelante Wellness Collaborative at The Union in Pomona, celebrating Hispanic Heritage Month and promoting mental health awareness.

- Co-hosted a virtual suicide prevention webinar with Youth Creating Change for youth ages 12–25. Approximately 40 students from local middle schools, high schools, and colleges participated.
- Participated in the City of Pomona’s Trunk-or-Treat event, engaging over 250 community members.

Southern California Regional Partnership (SCRIP) Pipeline Project Highlights

- Claremont High School: The Student Wellness Advisory Group, funded by the SCRIP Pipeline Project, toured the Therapeutic Community Garden in October. Inspired by the visit, students plan to apply what they learned to develop their own campus garden.
- Bonita High School: Confirmed to receive SCRIP funding to host a Career Symposium and offer college scholarships, supporting student development and post-secondary planning.



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

**DATE:** November 19, 2025

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

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

**SUBJECT:** Monthly Report of Best Practices Department

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## **I. EXECUTIVE SUMMARY**

During the second quarter of the fiscal year, the Best Practices Department has been working to ensure that key mandates are successfully implemented throughout our various programs and services. These implementations are critical to ensure that our agency stays up to date and compliant with regulatory requirements, in addition to ensuring quality throughout the system of care.

## **II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES**

### Recertification

The Los Angeles County Department of Mental Health has completed the re-certification for TCMHA-Site 7798: located at 1900 Royalty Dr. Re-Certification is required for legal entities (agencies) to be able to provide and be reimbursed for Specialty Mental Health Services. The re-certification outcome was favorable.

### Data Collection, Analysis and Reporting

Data Analyst staff continue to gather, analyze, and provide data to inform decision making with the integrated planning process and program implementation for BHSa.

### Chart Audits and Program Reviews

The Quality Assurance Team (QA) continues to complete chart audits and compliance program reviews. Results from these reviews are provided to the relevant departments and corrective action plans are required for any findings that need improvement.

## **III. ADMINISTRATIVE UPDATES**

Inservice Training: There are several Quality Assurance, Data, and Electronic Health Records workflow updates that are being implemented from October – December. Best Practices has developed and presented training and training materials for these items.

#### **IV. INTERAGENCY COLLABORATION / COMMUNITY PARTNERSHIPS**

The Best Practices Department continues to work closely with the Clinical, MHSA, and Finance departments to develop protocols, performance accountability and measures for various programs.



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

**DATE:** November 19, 2025

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

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

**BY:** Kitha Torregano, Human Resources Director  
Trevor Bogle, Controller

**SUBJECT:** Consideration of Resolution No. 821 Adopting the Telework and Reimbursement Policy and Procedure No. I.27, Effective November 11, 2025

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Summary:

This report seeks approval of a new *Telework and Reimbursement Policy* for Tri-City Mental Health Authority (TCMHA). The policy streamlines telework arrangements and reimbursement procedures for eligible positions, replacing the temporary COVID-19 telecommuting policy. It supports the agency's hybrid work model and enhances our ability to attract and retain talent in the competitive telehealth sector.

With the adoption of this policy, TCMHA will sunset its previous *Temporary Telecommuting Reimbursement Policy*.

Background:

TCMHA's previous *Temporary Telecommuting Reimbursement Policy*, enacted in December 2020 as a response to the COVID-19 crisis, enabled remote work for eligible employees on a temporary basis. Telecommuting was not an entitlement; it required mutual agreement, and strict standards for confidentiality, security, and safety were maintained. Equipment was provided as needed.

Today, the landscape of work has changed. The demand for qualified telehealth professionals is greater than ever, and competition for top talent is fierce. To meet these challenges, Tri-City needs a permanent, robust telework policy that delivers clarity, consistency, and strategic flexibility for both our employees and our agency.

The new *Telework and Reimbursement Policy* recognizes telework as a strategic, flexible option that supports employee well-being, operational effectiveness, and continuity of services. Telework remains a privilege, granted when it aligns with organizational needs and individual performance.

**Governing Board of Tri-City Mental Health Authority**  
**Consideration of Resolution No. 821 Adopting the Telework and Reimbursement Policy**  
**and Procedure No. I.27, Effective November 11, 2025**  
**November 19, 2025**  
**Page 2 of 2**

Key eligibility criteria include:

- Positions must be designated as telework-capable.
- Employees must have a minimum annual performance review of “Meets Expectations” and not be on a Performance Improvement Plan.
- All telework arrangements require completion of the *Telework Request Form* and *Telework Agreement* (Exhibits C & A).
- Employees are required to be onsite at least two days per week, with exceptions for reasonable accommodations or business needs.

As before, approved teleworkers are eligible for reimbursement of telework-related expenses, now up to \$500 as a one-time benefit, and up to \$250 annually thereafter. Previously, the reimbursement was up to \$200 as a one-time benefit annually. This approach reduces agency liability and costs for equipment taken home, while ensuring Tri-City continues to maintain, track, and support necessary resources. The policy also provides a clear list of items that are ineligible for reimbursement.

By adopting this policy, Tri-City positions itself as a modern, flexible employer, supporting work-life balance, operational resilience, and our ability to attract and retain top talent in the telehealth environment.

Importantly, this policy incorporates expert revisions from our employment law firm, Liebert Cassidy Whitmore (LCW), ensuring legal compliance and best practices.

Fiscal Impact:

The policy will benefit 231 current employees, with an initial reimbursement cost of \$115,500. Ongoing annual reimbursements are projected at \$57,750 per year. These costs will be covered and allocated to all program’s dependent on the program the staff serves. This investment is strategic and supports our workforce, enhances operational flexibility, and strengthens Tri-City’s position in the competitive telehealth market.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 821 establishing the Telework and Reimbursement Policy and Procedure No. I.27 , effective November 11, 2025.

Attachments:

*Attachment 8-A:* Resolution No. 821 - Draft

*Attachment 8-B:* Telework and Reimbursement Policy and Procedure No. I.27

## RESOLUTION NO. 821

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S TELEWORK AND REIMBURSEMENT POLICY AND PROCEDURE NO. I.27, EFFECTIVE NOVEMBER 19, 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 Telework and Reimbursement Policy and Procedure No. I.27 to support organizational efficiency while ensuring high-quality service to clients and the community; promote equitable and consistent implementation of telework practices; and to establish the framework for requesting, approving, managing, and discontinuing telework.

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 Telework and Reimbursement Policy and Procedure No. I.27, effective November 19, 2025.

3. **Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 19, 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



# TRI-CITY MENTAL HEALTH AUTHORITY

## POLICY & PROCEDURE

<b>SUBJECT:</b>  <b>Telework and Reimbursement</b>	<b>POLICY NO.:</b>  <b>I.27</b>	<b>EFFECTIVE DATE:</b>  <b>11/19/2025</b>	<b>PAGE:</b>  <b>1 of 12</b>
<b>APPROVED BY:</b> <b>Governing Board</b>  <b>Executive Director</b>	<b>SUPERCEDES:</b>  <b>All Previous Versions</b>	<b>ORIGINAL ISSUE DATE:</b>  <b>11/19/2025</b>	<b>RESPONSIBLE PARTIES:</b> <b>Dept. Directors</b> <b>Human Resources</b> <b>Finance</b> <b>Information Tech</b>

### 1. POLICY

- 1.1 Tri-City Mental Health Authority (“TCMHA”) recognizes telework as a flexible, voluntary work arrangement that, when appropriate, supports employee well-being, operational effectiveness, and continuity of services to the communities we serve. Telework is not an entitlement, benefit, or guarantee of employment; it is a business strategy that may be approved when it aligns with organizational needs, job requirements, and individual performance.
- 1.2 This Policy establishes the framework for requesting, approving, managing, and discontinuing telework. Eligibility is based on the nature of the work, departmental operational needs, and the employee’s ability to maintain performance, security, confidentiality, and accountability standards from an approved alternative worksite. TCMHA reserves the right to approve, modify, or discontinue telework arrangements at any time to ensure continuity of operations and service delivery. Nothing in this Policy creates a right to telework or limits TCMHA's ability to require in-person work.
- 1.3 In emergency situations, the Executive Director may temporarily implement or modify telework arrangements to maintain public health, safety, and continuity of care.
- 1.4 Employees approved for telework must comply with all TCMHA policies, HIPAA and confidentiality standards, information security protocols, and professional conduct expectations. Telework does not change the employee’s duties, obligations, performance expectations, compensation, benefits, or employment status.
- 1.5 The purpose of this Policy is to:
  - 1.5.1 Support organizational efficiency while ensuring high-quality service to clients and the community.
  - 1.5.2 Promote equitable and consistent implementation of telework practices.



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**1.5.3** Maintain compliance with legal, regulatory, and confidentiality standards.

**1.5.4** Align telework with TCMHA's mission, values, and operational priorities.

**1.6** Participation requires execution of the Telework Agreement (Exhibit A) and adherence to all requirements outlined herein, including responsibilities for employees and supervisors, reimbursement of approved work-related expenses, and ongoing performance standards.

**1.7** This Policy supersedes all previous telework policies, including the Temporary Telecommuting Policy, and governs all current and future telework arrangements within Tri-City Mental Health Authority.

**2. DEFINITIONS**

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

**2.1 “Telework”** (AKA “teleworking”, “telecommuting”, or “remote work”) – means a work arrangement under which an employee works from their home, place of residence or from another, pre-approved, non-public location other than the employees’ normal workplace at a TCMHA worksite or facility for their regularly scheduled work hours. Examples of restricted public locations included, but are not limited to any retail chain store, restaurants, libraries, parks, beaches, etc. Telework, as defined in this policy, specifically excludes and prohibits out of state and/or out of the country locations.

**2.2 “Department Director”** – The respective Executive Team member with overall operational oversight for a given department or division.

**2.3 “Office”** – References to “office” is defined as any TCMHA worksite, facility, or TCMHA assigned worksites.

**2.4 “Alternative Worksite”** – means the employee’s home, place of residence or from another location approved by TCMHA other than the employee’s normal workplace at a TCMHA worksite, facility, or TCMHA assigned worksite. Alternative worksites specifically exclude out of state and out of the country worksites.

**2.5 “Exigent circumstances”** - means a situation in which there is an imminent threat of extreme peril to life, property and resources. Exigent circumstances may



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include, but are not limited to, war, public health emergencies, power failures, natural and man-made disasters, and other states of emergency.

### 3. PROCEDURE

Employees who wish to voluntarily telework and whose job classification or position are eligible for telework must complete a *Teleworking Request Form*. This form is available on TCMHA's Intranet. Once completed, employees shall submit the form to their Supervisor or Manager for review and approval.

#### 3.1 The Supervisor or Manager shall:

**3.1.1.** Review the submitted *Teleworking Request Form* to ensure it is complete and accurate.

**3.1.2.** Evaluate the request in accordance with this policy and the eligibility requirements outlined below, considering factors such as:

**3.1.2.1** The nature of the employee's job duties and their suitability for teleworking.

**3.1.2.2** The employee's past performance and ability to work independently.

**3.1.2.3** Operational needs and potential impacts on team dynamics or service delivery.

**3.1.3** Discuss the teleworking request with the employee, if necessary, to clarify details or address any concerns.

**3.1.4** Make a decision to approve or deny the request based on the evaluation. If the request is denied, provide the employee with a clear explanation of the reasons.

**3.1.5** Document the decision and retain a copy of the *Teleworking Request Form* for record-keeping purposes.

**3.1.6** Notify the employee of the decision and, if approved, complete the *Teleworking Agreement* with the employee which outlines terms or conditions for teleworking, and obtain all necessary signatory approvals.

**3.1.7** The Supervisor/Manager shall obtain a completed copy of the *Teleworking Request Form* and *Teleworking Agreement*, provide a copy of both documents to the employee and send Human Resources the



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original completed copies of the *Teleworking Request Form* and *Teleworking Agreement*.

**3.1.8** Employees whose requests are approved must comply with all telework-related policies, procedures, and expectations, as detailed in TCMHA’s Teleworking Policy.

**3.2** Eligibility

The Department Director, or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy. Before entering into the Telework Agreement, the employee’s supervisor/manager, and Department Director, with the assistance of the Human Resources (“HR”) and Information Technology (“IT”) departments will evaluate the sustainability of such an arrangement, reviewing the following areas:

**3.2.1 Operational Needs** – The business and operational needs of the agency and the employee’s department and division. The disruption of or potential for disruption to the agency’s functions.

**3.2.2 Employee Suitability** - The employee and supervisor/manager will assess the needs, work habits and work ethics of the employee. The tasks and responsibilities of positions should be considered before considering whether a specific employee is a good candidate for teleworking. To be eligible to participate in the voluntary telework program, employees must:

**3.2.2.1** Have a minimum overall annual performance review score of “Meets Expectations” or above.

**3.2.2.2** Must not be on a Performance Improvement Plan (“PIP”) or have received any recent pre-discipline/discipline in the preceding 12 months (In times of public emergency or crisis, this guideline may be waived).

**3.2.2.3** Employees placed on a PIP or who have received a disciplinary action after they have started teleworking will cease being eligible for telework and will have their Telework Agreement canceled. At the discretion of the Department Director, the Agency may require an employee to telework or report onsite in order to meet TCMHA needs (i.e. cases of emergencies, etc.) as outlined below in Exigent Circumstances.



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- 3.2.3 Job Responsibilities** - The employee and supervisor/manager will discuss the job responsibilities and determine if the job is appropriate for a teleworking arrangement.
- 3.2.4 Work Schedule Requirements** – All TCMHA staff will be required to report onsite for work a minimum of two (2) working days a workweek. An employee’s supervisor/manager has the discretion to deviate from this requirement in extenuating circumstances, as a result of a reasonable accommodation, or due to a business need, but the deviation shall be temporary and have a limited term after which the employee will resume complying with the two working day onsite work requirement.
- 3.2.5 Workspace/Equipment Needs** – With the consultation of I.T., the employee and supervisor/manager will review the physical workspace needs and the appropriate location for the telework. All telework workspaces must align with TCMHA onsite safety guidelines as defined by Cal-OSHA, as well as HIPAA policies. Please see “General Provisions” for additional information.
- 3.2.6 No employee engaged in teleworking/telecommuting/remote work will be allowed to conduct face-to-face business with TCMHA clients/patients/community members, TCMHA business partners, Governing Board members, and/or vendors on the premises of their home or any other alternative work location not previously approved by their respective Department Director.**
- 3.2.7 Tax and other legal implications** - The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.
- 3.2.8 Final Determination: No Right to Appeal** – The decision of the employee’s supervisor/manager, and Department Director, with the assistance of the Human Resources and Information Technology departments regarding an employee’s Teleworking request is final and binding. The employee does not possess any right to appeal or grieve the decision.
- 3.2.9 Approval of Requests; Voluntary Telework Agreement** – An eligible and qualified employee who has requested and been granted the opportunity to Telework, must execute the *Teleworking Agreement* prior



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and as a precondition to the employee teleworking. The Agreement shall provide the mutual understanding of the employee, the employee’s supervisor or manager, and the Department Head concerning the teleworking arrangement.

**3.3 Exigent Circumstances**

**3.3.1** Where an exigent circumstance exists, TCMHA may direct TCMHA employees to remain at their homes or places of residence and TCMHA adopt and implement a short-term teleworking arrangement for such employees in order to provide for the continuity of essential services provided by TCMHA.

**3.3.2** Where such an exigency exists and necessitates the adoption and implementation of a short-term mandatory teleworking arrangement for TCMHA employees, the Executive Director is expressly authorized to suspend some or all provisions of this policy and adopt and implement alternative provisions necessary to provide for the continuity of essential services.

**3.4 General Provisions.**

**3.4.1 Equipment and Internet Access** - TCMHA is not required to provide equipment for teleworking; however, TCMHA will provide a one-time reimbursement of up to \$500 and a reimbursement of up to \$250 annually thereafter to employees who are approved to telework for covered and approved teleworking-related expenses. **TCMHA will also assist virtually with installation and maintenance of TCMHA owned equipment at home.** TCMHA will not cover the cost of repair or maintenance of the teleworker’s personal equipment. Equipment needs will be determined on a case-by-case basis as determined by the department’s need and will require Department Head approval.

**3.4.1.1** All employees must provide their own secure home Internet access with a minimum speed of 10 Mbps for download and 2 Mbps for upload.

**3.4.1.1.1** Employees are responsible for ensuring their internet access/connection at alternative worksites is private and secure.



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**3.4.1.1.2** Eligible employees participating in the voluntary TCMHA telework program must ensure that their alternative worksite has appropriate Internet connectivity that does not interrupt their operational responsibilities. Should network integrity or Internet connectivity be an issue, the employee will be asked to return to the office.

**3.4.1.2** Teleworking employees must report to their supervisor/manager any loss, damage, or unauthorized access to TCMHA owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

**3.4.1.3** Where, in response to a request to telework, TCMHA allows an employee to telework, **TCMHA shall not be responsible for teleworking costs beyond those outlined in this policy** as reasonable reimbursable teleworking expenses, including, but not limited to, the employee's use of their home or place of residence, utilities, internet, data, network costs, home maintenance, workspace furniture, ergonomic equipment, or any other incidental costs, unless expressly provided for in the Agreement.

### **3.4.2 Confidentiality and Security**

**3.4.2.1** Employees must abide by all HIPAA, Privacy, Confidentiality, and Security laws, regulations, and policies (Federal, State and Agency), and perform their duties in a manner that will ensure the protection of all confidential information.

**3.4.2.2** All official TCMHA records, files and documents must be protected from unauthorized disclosure or damage and returned safely to the office. This includes taking all measures necessary to avoid cybersecurity threats.

**3.4.2.3** For applicable employees, staff working remotely **must ensure** that Agency privacy and confidentiality standards are upheld and that any documentation or encounters pertaining to clients or consumers is performed in accordance with TCMHA Official Protocol: Telehealth and Telephone Services.



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- 3.4.2.4 Staff working remotely are prohibited from printing or storing paper documents, at the remote worksite, that contain Protected Health Information (“PHI”)or Personally Identifiable Information (“PII”) . Paper documents containing PHI and/or PII must be appropriately stored or transported in accordance with TCMHA HIPAA, Confidentiality, Records, and Security Policies.
- 3.4.2.5 Staff working remotely are **prohibited** from audiotaping, recording, saving, and/or storing any telephone/video/face to face service session or consultation.
- 3.4.2.6 Electronic documents containing PHI must be encrypted prior to storage or transport.
- 3.4.2.7 Before emailing confidential information, staff must complete training, sign the Secure Email Agreement, and use the TCMHA secure messaging system. Additionally, any electronic communications to or pertaining to clients, must be done in accordance with TCMHA’s Official Protocol: Electronic Messages – Pertaining to Clients.

**3.4.3 Schedule, Hours, and Availability**

- 3.4.3.1 Frequency of telework days must be established and approved by employee’s supervisor and the respective Department Director. A static rolling two (2) week teleworking schedule is required and must be memorialized in the *Teleworking Request Form*.
- 3.4.3.2 Overtime hours and hours worked in excess of those scheduled previously agreed upon require advance approval from the teleworker’s supervisor. Failure to comply with this requirement may result in the immediate termination of the Telework Agreement and/or discipline. Deviations from the agreed upon schedule must be approved in advance by the supervisor. TCMHA policy will be followed for all absences. **Teleworkers are required to accurately record all hours worked using TCMHA’s normal, timekeeping process and adhere to all normal TCMHA policies surrounding Hours of Work.**
- 3.4.3.3 Supervisors and/or Department Directors retain the right to require a teleworker to return to a TCMHA office on a regularly



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scheduled telework day should work situations warrant such an action. This situation is expected to be only an occasional occurrence. If a teleworker is frequently required to return to a TCMHA office during regularly scheduled telework days, the supervisor may re-evaluate the compatibility of the teleworker's job responsibilities with respect to teleworking, or the specific telework schedule.

**3.4.3.4** Telework is not designed to be a replacement for appropriate childcare. Although, if mutually agreed between the manager and employee, an individual employee's schedule may be modified to accommodate childcare needs and the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telework with family members prior to entering a trial period. Employees approved for telework must remain available to report to the worksite when business needs require. It is the employee's responsibility to make necessary arrangements, including childcare, to ensure they can meet this requirement. Telework should not be used as a substitute for dependable childcare arrangements.

**3.4.3.5** Telework is not designed to be a replacement for utilization of appropriate sick leave. If an employee is injured or ill and are unable to accomplish the functions of their position or report to work on in-office workdays, employees shall utilize sick leave in accordance with TCMHA's Personnel Rules and Regulations.

**3.5** Provision of Services

**3.5.1** Any and all services provided to or pertaining to clients or consumers shall be done so in accordance with the standards and guidelines for engaging in telehealth (video and telephone) services that are outlined in this policy and in TCMHA's Official Protocol: Telehealth and Telephone Services.

**3.5.2** Service providers must ensure to provide client and consumer services in accordance with federal, state, and agency service delivery standards, departmental guidelines, legal and ethical standards of care, and in accordance with the client's treatment/service plan.



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- 3.5.3** Crisis and Urgent level needs must be addressed immediately and must be performed within the clinical standards of care and in congruence with departmental expectations and guidance. This may mean that a face-to-face intervention is warranted to provide the crisis intervention service.
- 3.5.4** Service providers, providing tele-mental health services, shall be reasonably available to members of the treatment team for consultation and planning regarding any specific evaluative or treatment services rendered during the tele-mental health services encounter and respond to requests from their direct supervisor accordingly.
- 3.5.5** All documentation applicable to in-person encounters and telephone calls shall be maintained in the electronic health record system, in accordance with clinical documentation law, regulations, policies, and standards.

### **3.6** Eligible Expenses/Reimbursement

- 3.6.1** Employees who are approved to telework and who incur covered and approved teleworking-related expenses such as miscellaneous office supplies, tools, and/or equipment listed in Exhibit B herein for business/work-related use while teleworking are eligible to receive a one-time \$500 reimbursement upon approval of the Teleworking Agreement. After the initial reimbursement, teleworking employees are eligible for a reimbursement up to \$250 annually for covered and approved teleworking equipment. The one-time reimbursement of up to \$500 and the annual reimbursement of up to \$250 can only be used to reimburse covered items on the list found in Exhibit B. To be reimbursed for any items not explicitly listed in Exhibit B, employees must consult Information Technology, Facilities, and/or Human Resources prior to purchase.
- 3.6.2** Teleworking employees may request reimbursement for expenses incurred and paid for by the employee, such as office supplies and miscellaneous equipment costs.
- 3.6.3** One-time and recurring covered expenses of Teleworking employees may be reimbursed by TCMHA at amounts to be determined at the sole discretion of the Chief Financial Officer or designee.
- 3.6.4** The determination of the supervisor, manager, department director, or the Finance Department regarding reimbursement of expenses shall be final and not subject to appeal or grievance.



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**3.6.5** The allotted reimbursement funds should be used to purchase a monitor, mouse and keyboard. Recommendations for the aforementioned equipment are provided by TCMHA’s Information Technology (“IT”) Department as follows:

**3.6.5.1** Monitor: Thinkvision T22v-20 with webcam (\$195) or similar

**3.6.5.2** Docking station: HP USB-C G5 Essential Dock (\$170) or similar

**3.6.5.3** Keyboard/Mouse combo: Logitech MK120 KB/Mouse Combo (\$16) or similar

*(These costs are approximate and are subject to change or fluctuate depending on market and/or retailer).*

**3.6.5.4** The above list is not an exhaustive list of equipment. These are simply IT’s recommendations on the basics and can serve as a guide for staff. Any monitor with HDMI should work if connected directly to the laptop. If using the docking station, both HDMI and DisplayPort monitors should work as well. The docking station is not a necessity for working from home, but it does allow for multiple displays to be used and provides additional USB ports in case the keyboard and mouse require 2 USB ports, plus a third for a headset. Docking stations with USB-C interfaces generally work, however, not all third-party docks have been compatible. Therefore, IT recommends HP docking stations in this case. For keyboard and mouse, any USB devices should work. Currently, TCMHA does not support Bluetooth devices.

**3.6.6** All expenses should be requested and pre-approved before purchase by the employee’s direct supervisor, manager or department director. Teleworking expenses may be submitted for reimbursement by providing proof of purchase and the item has not been designated as TCMHA property. Examples of proof of purchase would include an original sales receipt, a receiving document along with a bank statement or a credit card statement, and an email confirmation for an online transaction purchase which should include the purchase details. **Sales order documents and invoices are not proof of purchase.**

**3.6.7** Employees purchasing basic office supplies, equipment and tools should first consult with their direct supervisor, manager or director as these items



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may be in stock at TCMHA and can be made available to the employee for pickup.

**3.6.8** Items reimbursed under this policy will not be considered the property of TCMHA, therefore, TCMHA is not responsible for tracking, repairs, etc. Items reimbursed under this policy may be retained by the employee upon separation of employment.

**3.6.9** Employees who incur telework-related expenses are required to submit those expenses for reimbursement as follows:

**3.6.9.1** Employees must complete the TCMHA Mental Health Authority *Travel Reimbursement – Expense Report*, along with appropriate supporting documentation such as original receipts/proof of payment for all work-related expenses.

**3.6.9.2** Employees are expected to submit reimbursement requests for approval as soon as practicable, no later than **45 days** after the expense is incurred.

### **3.7** Employee Separation/Termination

**All** instances of employee separation or termination must be managed in person in accordance with Human Resources practice. **NO EXCEPTIONS.**

## **4. FORMS**

**4.1** Exhibit A – Tri-City Mental Health Authority Telework Agreement

**4.2** Exhibit B – Telework and Reimbursement Policy – Eligible and Ineligible Items

**4.3** Exhibit C – Teleworking Request Form



## EXHIBIT A

### **Telework Agreement**

This agreement confirms the Telework Agreement (“Agreement”) by and between the Tri-City Mental Health Authority (“Tri-City”) and \_\_\_\_\_ (“Employee”), \_\_\_\_\_ (job title) consistent with the Tri-City’s Telework and Reimbursement Policy, No. I.27. Access to Tri-City’s network will not be granted without the fully executed document. Tri-City and Employee agree and acknowledge that teleworking is a privilege, not a right, and is provided as a work scheduling option for certain eligible classifications and incumbents when it is advantageous to the business need of Tri-City and can offer flexibility to staff. Employee understands that there may be tax consequences created by telecommuting, and that it is Employee’s obligation to understand how or if his/her/their taxes will be affected.

1. By signing this agreement, the Employee acknowledges that he/she/they have read, reviewed and understood same and agrees to abide by the terms and conditions outline herein and within the Teleworking and Reimbursement Policy No. I.27, which includes, but are not limited to the following:
  - Work hours,<sup>1</sup> accessibility, and performance expectations,
  - Use and responsibility for Tri-City owned equipment and other resources,
  - Establishing a workspace acceptable to Tri-City,
  - Safety and ergonomics,
  - Work related injuries,
  - Confidentiality of information and data,
  - Tri-City ownership of any and all intellectual property, and
  - Revocability of the agreement
  
2. Terms of Employment: The Employee understands that this Teleworking Agreement is not a separate and distinct contract of employment with Tri-City, and it does not provide additional or other contractual rights regarding employment. This Agreement does not supersede the terms of the existing employment relationship, but rather outlines the terms of an optional work from home schedule. The Employee remains obligated to comply with all Tri-City rules, regulations, policies, practices, and instructions that would ordinarily apply if the Employee were working at his/her/they regular Tri-City worksite. Work products developed or produced by the Employee while teleworking remain the property of Tri-City. Work hours, compensation and leave scheduling while teleworking shall continue to conform to all applicable Tri-City polices and any individual agreements and classification specific resolutions. Any requests to work overtime or use leave time shall require prior approval by the Employee’s supervisor in the same manner as when working at the regular Tri-City worksite.
  
3. Length of Assignment and Reversibility: This at-will Teleworking Agreement shall begin on \_\_\_\_\_ (date) and continue until \_\_\_\_\_ (date) or until ended by Tri-City by written notice indicating that the Agreement is no longer effective, which may be issued at any time with or without cause. Tri-City possesses discretionary authority to terminate the Agreement before the time specified in the Agreement, and Tri-City’s determination to terminate the Agreement before the time specified in the Agreement is final and not be subject to appeal. This Agreement shall be considered the employee’s written notice of teleworking end date and no further notice shall be required nor provided unless said notice regards an extension of the date. Any such extension or continuation of this Agreement is based upon review of Tri-City’s needs and the productivity effectiveness of the teleworking arrangement and may be revoked at any time at the option of Tri-City.



4. Teleworking Work Assignment, Accountability, and Performance Measure: The Employee understands and agrees that he/she/they is responsible for producing work at the same level of quality and quantity as that which was expected while working at the regular Tri-City worksite. Employee understands that teleworking privileges are granted following demonstration of suitable responsible behavior. Employee also understands that a minimum overall performance evaluation review score of “Meets Expectations” or above is required in order to remain eligible for teleworking privileges. Employee further understands that he/she/they is responsible for maintaining communication with any client, consumer, customer or coworkers who may be affected by the teleworking arrangement. Employee shall keep the supervisor informed of progress on all work assignments worked while teleworking and any problems encountered. Employee understands and agrees that the length and start and end times of the workday shall not be altered by this teleworking agreement and attendance at any necessary meeting, by telephone, virtual or email shall be required. More explicitly, by this Agreement, employee agrees to maintain a regular work schedule and an accurate accounting of all matters on which he/she/they performs work. Employee agrees to maintain a work environment wherein he/she/they can devote time exclusively to work-related tasks each work day.
  
5. Equipment and Office Supplies: Tri-City owned resources, equipment, supplies and materials may only be used for Tri-City business. The Employee is responsible for ensuring that all such Tri-City owned items are properly used and maintained. Tri-City is not responsible for personal equipment used without express written authorization. Employee further agrees to take all reasonable steps to protect all Tri-City owned property from theft, damage or misuse. Employee agrees that unlicensed (pirated) software may not be installed on computers used for teleworking, as it may compromise Tri-City’s Confidential Information. This includes maintaining data security and record confidentially to at least the same degree as expected when working at the regular Tri-City worksite. The Employee may not duplicate Tri-City owned software and will comply with licensing agreements for the use of all software owned and utilized by Tri-City. Depending on the circumstances, the Employee may be held responsible for damage to or loss of Tri-City property.

In the event the Employee uses any of his/her/they own equipment, data, or supplies while telecommuting, though Tri-City has provided all such equipment and supplies as is necessary to effectively operate from the remote location, the Employee will be responsible for any repair or maintenance of such equipment and supplies and Tri-City shall assume no liability for same; this includes any damage to, wear or loss of the Employee’s personal property.

The Employee agrees to allow Tri-City necessary access to the remote location for the purpose of delivering, servicing, repairing and collecting any and all Tri-City owned equipment and supplies used by the Employee while teleworking. All such items shall be returned to Tri-City in good working order at the time requested by Tri-City or upon discontinuance of the teleworking arrangement.

6. Teleworking Site Safety and Ergonomics: Employee’s worksite shall be located at \_\_\_\_\_ . If Employee intends to work at a different location, he/she/they will notify Tri-City and request permission to do so in advance. The Employee agrees to ensure that the remote worksite is safe and ergonomically suitable. The Employee’s home workspace shall be free from clutter, exposed wiring, slippery surfaces, or any other potential hazard. It shall also have a smoke detector, fire extinguisher, unobstructed exits, proper ventilation, and other basic safety precautions. By signing below, Employee acknowledges agreement that his/her/they teleworking workspace complies with these and all lawful safety requirements.

Employee agrees to submit photographs and/or participate in a video call review of the telework area for purposes of maintaining a record of same, if required.



The Employee is covered by Tri-City's workers' compensation insurance for job-related injuries that occur in the course and scope of employment while teleworking. The Employee remains liable for injuries to third parties and/or members of the Employee's family on the Employee's premises.

7. Confidential Information: The Employee acknowledges that he/she/they may come across privileged, confidential, or business secret (collectively, "Confidential Information") information during the course of work while teleworking. Employee agrees to maintain his/her/they work product and Tri-City's Confidential Information in a safe and secure environment and free from unintended disclosure. Any Confidential Information will be maintained under lock and key compliance with any applicable federal, state, or local laws.
8. Breach of Agreement: Any breach of this Agreement by the Employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.
9. Signature: The Employee's signature on this Agreement indicates that it has been reviewed and agreed upon by the Executive Director, the Employee, the supervisor and if different, the Department Director.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Designee

\_\_\_\_\_  
Date



## **EXHIBIT B**

### **Telework and Reimbursement Policy – Eligible and Ineligible Items**

This exhibit outlines the items that are eligible and ineligible for reimbursement under the Telework and Reimbursement Policy. Employees are responsible for ensuring the eligibility and approval of items prior to purchase.

Tri-City Mental Health Authority does not issue or permanently assign agency-owned equipment (e.g., laptops, mobile phones, tablets, printers, or related accessories) to employees for the purpose of routine field or remote work.

#### **Reimbursement Policy Overview:**

- **Initial Reimbursement:** Employees who are approved to telework are entitled to a one-time reimbursement of up to **\$500** for covered teleworking-related expenses upon approval of a Teleworking Agreement.
- **Annual Reimbursement:** After the initial reimbursement, employees who are approved to telework are eligible for up to **\$250 annually** for covered teleworking equipment.

For full details and requirements, refer to the **Tri-City Mental Health Telework and Reimbursement Policy**.

---

#### **Eligible Items (Allowed):**

The reimbursement as set forth under this policy may only be used on the covered items listed below. Reimbursements must be approved prior to purchase.

- **Wi-Fi Service** (must meet privacy and security standards as per policy)
- **Monitor** (e.g., ThinkVision T22v-20 with webcam or similar)
- **Docking Station** (e.g., HP USB-C G5 Essential Dock or similar)
- **Keyboard/Mouse** (e.g., Logitech MK120 KB/Mouse Combo or similar)
- **Headphones/Headset with Microphone**
- **Speakers**
- **Computer Accessories:**
  - Computer stand
  - Computer riser or sit-stand desk
  - Privacy screen
  - Wrist rests
  - Keyboard tray
  - Document holders
  - Green screens



- **Office Furniture and Accessories**
    - Office desk
    - Office chair
    - Footstool
    - Floor mats for office chair
    - Chair cushions/supports
    - Lamps/lighting
  - **Other Items:**
    - Noise-canceling machines
- 

### **Ineligible Items (NOT Allowed):**

The following items are not eligible for reimbursement:

- **Furniture other than desk or office chair**
  - **Desk exercise equipment**
  - **Electronics:**
    - Scanners
    - Printers
    - Computers
    - Tablets
    - Phones
    - External storage devices
  - **Software and Applications:**
    - Software of any kind
    - Applications of any kind
  - **Subscriptions of any kind**
  - **Bluetooth devices of any kind**
- 

### **Important Note:**

For any items not explicitly listed in the Eligible Items section, employees must consult with their Supervisor/Manager prior to purchase. Supervisor/Manager may consult with Information Technology, Facilities, and/or Human Resources prior to approval of purchase, if warranted.

Tri-City reserves the right to determine the appropriateness of any reimbursement request and may modify or discontinue the reimbursement methodology at its discretion.

**EXHIBIT C**



**TELEWORK REQUEST FORM**

<b>Employee Name:</b>	<b>Job Title:</b>
<b>Supervisor's Name:</b>	<b>Department/Division:</b>
<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time: _____ hrs/week	<input type="checkbox"/> Exempt Status <input type="checkbox"/> Non-Exempt Status
<b>Requested Telework Start Date:</b>	

**Requested Pay Period Telework Schedule:**

<b>Week 1</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>Telework Hours:</b>							
<b>Onsite Hours:</b>							
<b>Week 2</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>Telework Hours:</b>							
<b>Onsite Hours:</b>							

**Remote Worksite Details:**

<b>Description of Remote Work Location:</b>	<b>Address:</b>
---	-----------------

**Plan to Execute Job Duties, Responsibilities, and Objectives Remotely:**

Provide details on major areas of responsibility, duties, and tasks. Include how work will be completed remotely and how barriers will be overcome.



## TELEWORKING REQUEST FORM

### Equipment Needed/Utilized at Teleworking Location:

Item	Employer Provided	Employee Provided
Laptop		
Cell Phone		
Charging Cable		
Docking Station		
Mouse/Keyboard		

*Note: Employees must submit a request for any equipment needed prior to starting to telework.*

### Supervisor/Manager Review and Eligibility Confirmation

- Reviewed application for completeness, job suitability, and operational impact
- Confirmed employee performance and ability to work independently
- Discussed request with employee

**Decision:**  Approved  Denied

**If Denied, Reason:** \_\_\_\_\_

- Teleworking Agreement (Exhibit A) completed and distributed to HR/employee
- Provided copies to employee and HR

### Employee Acknowledgement

- I understand that telework is voluntary, conditional, and subject to policy compliance.
- I will follow all telework procedures, including reimbursement rules outlined in Exhibit B, and submit requests with prior approval and documentation.

**Employee Signature:** \_\_\_\_\_

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

**Supervisor Signature:** \_\_\_\_\_

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

**Manager Signature:** \_\_\_\_\_

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

**Department Director Signature:** \_\_\_\_\_

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

**Human Resources Designee:** \_\_\_\_\_

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



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

**DATE:** November 19, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 822 Establishing the Building Entry Screening and Search Policy and Procedure No. I.28, Effective November 11, 2025

---

Summary:

The purpose of this agenda item is to present the Building Entry Screening and Search Policy and Procedure for approval by the Governing Board. This policy establishes consistent procedures for screening and searching individuals and their belongings to ensure safety and maintain a therapeutic environment at all TCMHA facilities.

Background:

The Governing Board previously approved the adoption and implementation of Tri-City Mental Health Authority's (TCMHA) Workplace Violence Prevention Plan and Policy in accordance with Senate Bill (SB) 553. With the adoption of this Plan, we have declared our commitment to the safety of our staff and clients. Since then, we have implemented many changes including established and outlined roles and responsibilities of employees and supervisors in preventing workplace violence, and additional incident response measures.

Implementing new policies and additional security enhancements is part of the ongoing investment of the adoption of Tri-City Mental Health Authority's (TCMHA) Workplace Violence Prevention Plan and Policy. The Building Entry Screening and Search policy is designed to ensure a safe working environment for all employees. Tri-City Mental Health Authority serves clients and visitors in multiple settings, including clinical spaces and administrative offices. To protect the wellbeing of all individuals on agency property, TCMHA has developed a policy that formalizes screening and search procedures for prohibited or dangerous items.

Fiscal Impact:

Minimal fiscal impact. Costs associated with implementation (e.g., staff training, equipment maintenance) will be absorbed within the existing security and compliance budget which is also allocated across all programs based on staffing.

**Governing Board of Tri-City Mental Health Authority**  
**Consideration of Resolution No. 822 Establishing the Building Entry Screening and Search Policy and Procedure No. I.28, Effective November 11, 2025**  
**November 19, 2025**  
**Page 2 of 4**

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 822 establishing the Building Entry Screening and Search Policy and Procedure No. I.28, effective November 11, 2025.

Attachments:

*Attachment 9-A:* Resolution No. 822 - Draft

*Attachment 9-B:* Building Entry Screening and Search Policy & Procedure No. I.28

DRAFT

## RESOLUTION NO. 822

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S BUILDING ENTRY SCREENING AND SEARCH POLICY AND PROCEDURES NO I.28, EFFECTIVE NOVEMBER 19, 2025

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to establish its Building Entry Screening and Search Policy and Procedure No. I.28, aligned with TCMHA's trauma-informed principles, to implement consistent procedures for screening and searching individuals and their belongings for prohibited or dangerous items, to ensure safety and maintain a therapeutic environment at all TCMHA facilities.

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 Building Entry Screening and Search Policy and Procedure No I.28, effective November 19, 2025.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 19, 2025, by the following vote:

[Continues on Page 2]

RESOLUTION NO. 822  
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

## RESOLUTION NO. 822

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S BUILDING ENTRY SCREENING AND SEARCH POLICY AND PROCEDURE NO I.28, EFFECTIVE NOVEMBER 19, 2025

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to establish its Building Entry Screening and Search Policy and Procedure No. I.28, aligned with TCMHA's trauma-informed principles, to implement consistent procedures for screening and searching individuals and their belongings for prohibited or dangerous items, to ensure safety and maintain a therapeutic environment at all TCMHA facilities.

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 Building Entry Screening and Search Policy and Procedure No I.28, effective November 19, 2025.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on November 19, 2025, by the following vote:

[Continues on Page 2]

RESOLUTION NO. 822  
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

<b>SUBJECT:</b>  <b>Building Entry Screening and Search</b>	<b>POLICY NO.:</b>  <b>I.28</b>	<b>EFFECTIVE DATE:</b>  <b>11/19/2025</b>	<b>PAGE:</b>  <b>1 of 4</b>
<b>APPROVED BY:</b> <b>Governing Board</b>  <b>Executive Director</b>	<b>SUPERCEDES:</b>  <b>N/A</b>	<b>ORIGINAL ISSUE DATE:</b>  <b>11/19/2025</b>	<b>RESPONSIBLE PARTIES:</b>  <b>All</b>

### 1. POLICY

- 1.1 To ensure a safe, respectful, and therapeutic environment for all clients, staff, and visitors of Tri-City Mental Health Authority (TCMHA) by establishing consistent procedures for screening and searching individuals and their belongings before or during entry onto agency property.
- 1.2 To protect the wellbeing of everyone on TCMHA property, the Agency conducts screenings and searches for prohibited or dangerous items. These procedures are carried out in a manner consistent with TCMHA’s trauma-informed principles and are designed to minimize distress, promote understanding, and ensure equitable treatment.
- 1.3 This policy applies to all clients, visitors, vendors, contractors, and community partners entering TCMHA-operated facilities, including administrative offices, clinical spaces, and open-air waiting areas as designated.

### 2. DEFINITIONS

- 2.1 **Screening:** A visual or electronic inspection of individuals and/or their belongings to identify potential safety risks (e.g., metal detection, bag inspection).
- 2.2 **Search:** A targeted examination of an individual’s personal property when there is reasonable cause to believe a prohibited or dangerous item is present.
- 2.3 **Prohibited Items:** Weapons, firearms, explosives, illegal drugs, alcohol, sharp instruments, or other items that may pose a threat to safety or disrupt the therapeutic environment. [See Exhibit A]

### 3. PROCEDURE

- 3.1 General Entry Screening



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

<b>SUBJECT:</b> Building Entry Screening and Search	<b>POLICY NO.:</b> I.28	<b>EFFECTIVE DATE:</b> 11/19/2025	<b>PAGE:</b> 2 of 4
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- 3.1.1.** All clients and visitors must be screened by security staff before entering secured areas.
- 3.1.2.** Individuals will be required to open bags, backpacks, or personal items for a brief visual inspection.
- 3.1.3.** In facilities equipped with metal detectors or wands, all visitors will be asked to comply with non-contact screening procedures.
- 3.1.4.** Security and reception staff will greet individuals respectfully and explain the purpose of screening (“to keep everyone safe”).

**3.2** Searches Based on Reasonable Cause

(following successful general entry screening & while in session, or meeting/activity, waiting room, etc.)

**3.2.1** If a staff member observes or reasonably suspects possession of a prohibited item, the Security Supervisor or designee must be notified immediately.

**3.2.2** Searches beyond visual inspection must be:

**3.2.2.1** Authorized by the Security Supervisor or on-site Program Manager/Supervisor;

**3.2.2.2** Conducted by trained Security staff of the same gender as the individual, when possible;

**3.2.2.3** Conducted in a private, non-public area with a witness present;

**3.2.2.4** Limited to bags, pockets, or belongings—no physical pat-downs unless performed by law enforcement.

**3.3** Handling Prohibited or Dangerous Items

Any discovered prohibited items will be:

**3.3.1** Safely secured by security staff; individual will not be permitted further onto property.

**3.3.2** Immediately returned to the owner upon exit if legal and non-threatening; or

**3.3.3** Immediately call law enforcement if item is illegal or dangerous.



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

<b>SUBJECT:</b> Building Entry Screening and Search	<b>POLICY NO.:</b> I.28	<b>EFFECTIVE DATE:</b> 11/19/2025	<b>PAGE:</b> 3 of 4
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- 3.3.4** If contraband, prohibited or unusual items are discovered, security personnel shall follow standard procedures to inform the client and offer appropriate options.
- 3.3.5** Clients/Visitors with contraband, prohibited or unusual items will need to return without said item. (e.g. return item(s) to their vehicle or secure the item(s) outside the property)
- 3.3.6** If client/visitor have no options to secure or come back, the security personnel shall contact the front desk who will contact appropriate Tri-City employee to address / provide alternative options and/or services. (e.g. Switch to telehealth appointment, reschedule, etc.)

**3.4** Refusal to Comply

- 3.4.1** Individuals who refuse screening or search procedures will be denied entry into the facility.
- 3.4.2** Security or staff will calmly explain that refusal is a safety issue and not a punitive measure.

**3.5** Open-Air Waiting Areas

Clients and visitors waiting in open-air or semi-secured waiting areas while on property, remain subject to all safety and screening and search protocols.

**3.6** Documentation

- 3.6.1** All searches that meet the criteria requiring an Incident Report must be completed accordingly, within 72 hours of incident.
- 3.6.2** Incident reports filed for any safety concerns or violations shall be submitted electronically following the Incident Reporting process allotted timeframe.

**4. REFERENCES**

- 4.1** California Code of Regulations Title 9, Section 4352 [[regulations.justia.com](http://regulations.justia.com)]
- 4.2** Superior Court of the State of California [[Restriction on Weapons](#)]
- 4.3** US Department of Homeland Security [[Public Venue Bag Check Procedures](#)]



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

<b>SUBJECT:</b> Building Entry Screening and Search	<b>POLICY NO.:</b> I.28	<b>EFFECTIVE DATE:</b> 11/19/2025	<b>PAGE:</b> 4 of 4
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**4.4** Tri-City Building Entry Screening and Search Policy

**4.5** Incident Reporting form [Intranet]

**4.6** Tri-City Prohibited Items under 'Exhibit A'

**5. FORMS**

**4.1** Exhibit A – Tri-City Mental Health Authority Prohibited Items



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

**DATE:** November 19, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 823 Approving a Memorandum of Understanding (MOU) with Linc Housing Corporation for TCMHA to provide Mental Health Services to the Residents of Mosaic Gardens, and Authorizing the Executive Director to Execute said MOU Effective November 19, 2025

---

Summary:

Staff requests that the Governing Board adopt a resolution authorizing the Executive Director to execute a Memorandum of Understanding (MOU) with Linc Housing Corporation (LHC) for Tri-City Mental Health Authority (TCMHA) to provide mental health services to residents of Mosaic Gardens in Pomona, California.

Background:

Mosaic Gardens is a 46-unit a Permanent Supportive Housing (PSH) property development in Pomona, California, offering housing to individuals and families experiencing homelessness. LHC manages the property and delivers ICMS through its on-site team.

The MOU formalizes a collaborative partnership with LHC, which outlines the scope of clinical mental health services that TCMHA will provide to eligible residents of Mosaic Gardens. These services are intended to complement, rather than duplicate, the Intensive Case Management Services (ICMS) already provided on-site by LHC.

Fiscal Impact:

There is no fiscal impact associated with this agreement.

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 823 approving the MOU with Linc Housing Corporation for TCMHA to provide mental health services to the residents of Mosaic Gardens, and authorizing the Executive Director to execute said MOU, and any subsequent amendments to said MOU.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 823 Approving an MOU with Linc Housing Corporation***  
***for TCMHA to provide Mental Health Services to the Residents of Mosaic Gardens, and***  
***Authorizing the Executive Director to Execute said MOU***  
**November 19, 2025**  
**Page 2 of 2**

Attachments:

*Attachment 10-A:* Resolution No. 823 - Draft

*Attachment 10-B:* MOU with Linc Housing Corporation

## RESOLUTION NO. 823

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING MEMORANDUM OF UNDERSTANDING (MOU) WITH LINC HOUSING CORPORATION FOR TCMHA TO PROVIDE MENTAL HEALTH SERVICES TO THE RESIDENTS OF MOSAIC GARDENS, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MOU, EFFECTIVE NOVEMBER 19, 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 Linc Housing Corporation (LHC) for TCMHA to provide clinical mental health services to the residents of Mosaic Gardens located in the City of Pomona, California.

B. Mosaic Gardens is a Permanent Supportive Housing property comprised of 46-units and is operated by Linc Housing Corporation. The clinical mental health services will complement, not duplicate, the Intensive Case Management Services (ICMS) provided on-site by LHC.

C. The Authority affirms that there is no agency relationship between TCMHA and LHC; 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 Linc Housing Corporation, in substantially the same form as presented at its meeting on November 19, 2025, and authorizes the Authority’s Executive Director to enter into and execute the MOU, effective November 19, 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 November 19, 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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Claremont and La  
Verne.

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TRI-CITY MENTAL HEALTH AUTHORITY**  
**AND**  
**LINC HOUSING CORPORATION**

**DATED**

**NOVEMBER 19, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 10-B**

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## **MEMORANDUM OF UNDERSTANDING**

### **OUTLINES THE MENTAL HEALTH SERVICES TO BE PROVIDED BY TRI-CITY MENTAL HEALTH AUTHORITY TO RESIDENTS OF MOSAIC GARDENS IN POMONA, CALIFORNIA**

#### **1. PARTIES AND AGREEMENT DATE**

This Memorandum of Understanding (“MOU”) is made and entered into as of November 19, 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 LINC HOUSING CORPORATION, a California public benefit corporation, with its principal place of business at 3590 Elm Avenue, Long Beach, CA 90807 (“LHC”). TCMHA and LHC 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 Mosaic Gardens, a Permanent Supportive Housing property located at 1680 S. Garey Avenue, Pomona, CA 91766, managed by LHC.

**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 LHC staff on-site at Mosaic Gardens.

**4.3** The Services will exclude routine case management or housing-related services provided by LHC’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 LHC, 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 Mosaic Gardens.

#### 5.1.2 Intake and Assessment

**5.1.2.1** TCMHA will conduct initial intake shall be at TCMHA facilities located at 2008 N. Garey Avenue in Pomona, CA.

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

**5.1.2.3** TCMHA will conduct comprehensive mental health assessments for all residents referred to TCMHA services.

**5.1.2.4** TCMHA will develop individualized treatment plans based on assessment findings.

#### 5.2.1 Individual Therapy Individual Therapy (at TCMHA facilities located at 2008 N. Garey Avenue in Pomona, CA, and Mosaic Gardens)

**5.2.1.1** TCMHA will conduct one-on-one mental health counseling sessions tailored to residents’ needs.

**5.2.1.2** TCMHA will monitor progress and adjust therapeutic approaches as needed.

#### 5.2.2 Group Therapy (at TCMHA facilities located at 2008 N. Garey Avenue in Pomona, CA and occasionally at Mosaic Gardens)

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

**5.2.2.2** TCMHA will provide psychoeducation and coping strategies to support residents’ overall well-being.

#### 5.1.3 Crisis Intervention (Including After-Hours Support)

**5.1.3.1** TCMHA will respond to mental health crises experienced by residents either on-site at Mosaic Gardens or remotely, including after-hours psychiatric evaluations for potential hospitalization.

**5.1.3.2** TCMHA will conduct risk assessments and provide immediate support to stabilize residents.

**5.1.3.3** TCMHA will coordinate closely with LHC'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** TCMHA will coordinate with emergency services or other mental health providers as necessary.

#### **5.1.4** Medication Support and Management

**5.1.4.1** TCMHA will conduct psychiatric assessments and prescribe medications as clinically appropriate.

**5.1.4.2** TCMHA will provide medication monitoring and adherence support.

**5.1.4.3** TCMHA will educate residents about medication benefits, side effects, and proper use.

**5.1.5** Home Visits. TCMHA will 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** TCMHA will connect residents to additional mental health resources, specialty care, or community programs not provided on-site.

**5.1.6.2** TCMHA will collaborate with LHC staff to ensure services are complementary and not duplicative of LHC's ICMS team case management.

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

#### **5.1.7** Case Coordination and Team Consultations

**5.1.7.1** TCMHA will participate in resident-centered team meetings at least one time every six months, in compliance with LACDHS requirements.

**5.1.7.2** TCMHA will maintain regular coordination with the ICMS Case Manager to review resident progress, goals, and care plans.

**5.1.7.3** TCMHA will ensure residents are included in discussions about their goals and treatment, supporting collaborative decision-making.

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

**5.1.9 Documentation and Billing**

**5.1.9.1** 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).

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

**5.1.10** 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 LHC Responsibilities**

**5.2.1** LHC's ICMS team will assist residents with obtaining and maintaining Medi-Cal benefits as needed.

**5.2.2** LHC will Ensure that relevant LHC personnel are aware of the exclusions of the Services that TCMHA will provide.

**5.2.3** LHC will 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.

**5.2.4** LHC will provide and designate a parking stall at Mosaic Gardens to TCMHA's staff.

**5.2.5** LHC will collaborate in maintaining a safe and supportive environment for both clients and staff.

**5.2.6** LHC 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 LHC'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.

**5.2.7 Health Insurance Portability and Accountability Act.** LHC and its officers, employees, and agents 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. LHC 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.

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

**5.2.9 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 LHC 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 MOU 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 MOU will not be considered employees or agents of the LHC for any purpose. TCMHA employees will not be entitled to receive any compensation or any benefits of employment from the LHC, 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 of the Parties. All duties of the Parties under this Section shall survive this MOU.

## 9. GENERAL TERMS AND CONDITIONS

9.1 **Governing Law, Jurisdiction and Venue** .This Memorandum of Understanding will 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 MOU 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 MOU ("TCMHA's Representative"). TCMHA's Representative will have the power to act on behalf of TCMHA for all purposes under this MOU.

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

9.2.3 Delivery of Notices. All notices permitted or required under this MOU will 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 LHC: LINC HOUSING CORPORATION  
3590 Elm Avenue  
Long Beach, CA 90807  
Attn: Program Manager

### **9.3 Changes to the MOU**

No changes or variations of any kind are authorized without the written consent of the Executive Director. This MOU 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 LHC; 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. This MOU supersedes all prior agreements, written or oral, between LHC and TCMHA relating to the subject matter of this MOU. 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 may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by LHC 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 MOU as of the Agreement Date.

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**LINC HOUSING CORPORATION**

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

By: \_\_\_\_\_  
Celia Garcia, Program Manager

**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 19th day of November, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and LINC 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:** Linc Housing Corporation  
3590 Elm Avenue  
Long Beach, CA 90807  
Attn: Program Manager

**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

LINC HOUSING CORPORATION

\_\_\_\_\_  
**Name of Covered Entity**

\_\_\_\_\_  
**Name of Business Associate**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

ONTSON PLACIDE

CELIA GARCIA

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

EXECUTIVE DIRECTOR

PROGRAM MANAGER

\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**EXHIBIT B**

**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**

LINC HOUSING CORPORATION

Contractor's Name	Last	First
-------------------	------	-------

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

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

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

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

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

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

Date	<u>Celia Garcia, Program Manager</u>	
	Contractor or Vendor's Name	Contractor or Vendor's Signature

Date	<u>Ontson Placide, Executive Director</u>	
	TCMHA Executive Official's Name	TCMHA Executive Official's Signature

**DISTRIBUTION:**

COPIES: Contractor  
Finance



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

**DATE:** November 19, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 824 Authorizing a Memorandum of Understanding (MOU) with the City of Pomona to Establish the Response Workflow between TCMHA Mobile Crisis Care (MCC) Team and the Pomona Police Department

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Summary:

TCMHA staff seeks approval from the Governing Board for Tri-City Mental Health Authority to enter into a Memorandum of Understanding (MOU) with the City of Pomona for Mobile Crisis Care response and coordination with the City of Pomona Police Department. This partnership will enable the provision of Mobile Crisis Care Services, enhancing crisis response capabilities within the community. Board action is requested to authorize the Executive Director to finalize and execute the MOU.

Background:

Tri-City Mental Health Authority's Mobile Crisis Care program is operational and has identified a growing need for coordinated crisis intervention services in partnership with local law enforcement. The Pomona Police Department frequently encounters individuals experiencing mental health crises, and formal collaboration will allow for rapid, compassionate, and clinically informed responses. This initiative aligns with best practices for community-based crisis care and supports the Authority's mission to improve mental health outcomes and public safety.

Fiscal Impact:

Funding for the Mobile Crisis Care Program will be provided through Mental Health Services Act (MHSA) funds for services delivered to community members. For clients who are currently open with Tri-City Mental Health Authority, costs will be covered through Medi-Cal billing.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 824 approving the MOU with the City of Pomona establishing a response workflow between TCMHA's MCC

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. 824 Memorandum of Understanding (MOU) with the City  
of Pomona to Establish a Response Workflow between TCMHA Mobile Crisis Care (MCC)  
Team and the Pomona Police Department  
November 19, 2025  
Page 2 of 2**

Team and the Pomona Police Department, and authorizing the Executive Director to execute said MOU effective November 19, 2025.”

Attachments:

*Attachment 11-A:* Resolution No. 824 - Draft

*Attachment 11-B:* MOU with the City of Pomona for MCC Services

## RESOLUTION NO. 824

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF POMONA TO ESTABLISH A RESPONSE WORKFLOW BETWEEN TCMHA'S MOBILE CRISIS CARE TEAM AND THE POMONA POLICE DEPARTMENT

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 the City of Pomona to outline the roles and responsibilities of TCMHA and the City of Pomona for Mobile Crisis Care Services to provide an effective, efficient, timely, and a clinically appropriate collaborative response process to Pomona residents and/or visitors during a mental health crisis intervention and ongoing care.

B. The Authority affirms that there is no agency relationship between TCMHA and the City of Pomona; and no payments, compensation, or fees shall be made between TCMHA and the City of Pomona in connection with the MOU.

2. **Action**

The Governing Board approves the MOU with the City of Pomona, in substantially the same form as presented at its meeting on November 19, 2025, and authorizes the Authority's Executive Director to enter into and execute the MOU; 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 November 19, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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



HOPE. WELLNESS. COMMUNITY.

Let's find it together.

Founded in 1960  
by the residents

of Pomona,  
Claremont and La  
Verne.

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**CITY OF POMONA**

**DATED**

\_\_\_\_\_, 2025

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

1900 Royalty Drive, Suite 180  
Pomona, CA 91767

Phone (909) 766-7340

Fax (909) 865-0730

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 11-B**

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**MEMORANDUM OF UNDERSTANDING****BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY  
AND THE CITY OF POMONA TO ESTABLISH THE RESPONSE  
WORKFLOW BETWEEN TCMHA MOBILE CRISIS CARE (MCC)  
TEAM AND THE POMONA POLICE DEPARTMENT****1. PARTIES AND AGREEMENT DATE**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into as of \_\_\_\_\_, 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, Pomona, California 91711 (hereinafter “TCMHA”) and the CITY OF POMONA, a municipal government, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 (hereinafter “City”). TCMHA and City are sometimes individually referred to as a “Party” and collectively as “Parties.”

**2. PURPOSE OF MOU**

**2.1** TCMHA, by and through its Mobile Crisis Care Team (“MCC Team”), provides mobile behavioral health crisis services (including linkages to necessary care and support) within its service area, including to persons in the City of Pomona. This Agreement represents good faith commitments, which are being made by each of the Parties to provide an effective, efficient, timely, and a clinically appropriate collaborative response process to Pomona residents and/or visitors during a mental health crisis intervention and ongoing care.

**2.2** A further purpose of this Agreement is to outline the roles and responsibilities of the Parties.

**3. TERM OF MOU**

The term of this MOU shall commence \_\_\_\_\_ and shall be in full force and effect through June 30, 2027, or until it is 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. GUIDING PRINCIPALS**

**4.1** Client-Centered Care: Prioritize compassionate, culturally competent responses.

**4.2** Clear Communication: Ensure all City law enforcement, the office of the City Manager, and TCMHA (“Partners”) are informed of the appropriate contact points and response roles.

**4.3** Coordinated Response: Align responsibilities and referral pathways across Partners.

## 5. ROLES AND RESPONSIBILITIES

### 5.1 Responsibilities of TCMHA

- 5.1.1 The MCC Team will respond to crisis situations involving individuals who are formally enrolled in services with TCMHA (“open clients”), or individuals with a known treatment history within the TCMHA system.
- 5.1.2 For non-clients, the MCC Team may provide consultation and referral information and may do in-field response after consultation with the Los Angeles County Department of Mental Health (“LACDMH”), when practicable.
- 5.1.3 Coordination with LACDMH:
  - 5.1.3.1 TCMHA will coordinate with LACDMH to align response protocols and prevent duplication of services.
  - 5.1.3.2 For clients served by LACDMH or outside the TCMHA region, referrals will be directed accordingly, and updates will be shared with LACDMH when appropriate.
- 5.1.4 Communication and Handoff Protocols. When crisis response staff employed by City law enforcement (e.g., in-house mental health liaisons or co-responder units) encounter individuals needing ongoing behavioral health care, they will:
  - 5.1.4.1 Refer to the MCC Team for triage and care coordination.
  - 5.1.4.2 Provide to the MCC Team any collected contact or behavioral health information (with consent) to facilitate the direct, personal transfer of a patient or client between two service providers or to law enforcement, to ensure a seamless and coordinated transition of care.
- 5.1.5 Post-Crisis Follow-Up:
  - 5.1.5.1 MCC Team will conduct a clinical assessment and coordinate with the individual’s treatment team or initiate services, if clinically appropriate.
  - 5.1.5.2 City partners, including law enforcement or staff in the office of the City Manager may be informed (with appropriate confidentiality protections) of the outcome, especially if it affects public safety or follow-up needs.

- 5.1.6** TCMHA will provide periodic training in crisis response techniques and MCC program or other resource updates to law enforcement to aid with identifying and referring individuals in mental health crisis.
- 5.1.7** MCC Team will assist with evening and weekend crisis coverage when LACDMH providers are not available.
- 5.1.8** MCC Team will coordinate referrals for treatment services through TCMHA to ensure comprehensive support.
- 5.1.9** TCMHA will participate in ongoing collaborative meetings in accordance with a mutually agreed upon schedule between City, public safety officials, and service providers to ensure an integrated crisis response.
- 5.1.10** TCMHA will offer additional consultation and training sessions for Pomona-based teams to support effective service delivery.
- 5.1.11** MCC Team will perform administrative and case-related duties in a mutually agreed upon workspace to be provided by the City and location confirmed in writing by both Parties.
- 5.1.12** MCC Team will comply with all applicable City safety, security, and confidentiality requirements while on site at the workspace.

## **5.2** Responsibilities of the City

- 5.2.1** If law enforcement or city officials encounter a community member in a mental health crisis, City will encourage its officers to ask individuals if they are a current client of TCMHA or under care from any mental health provider.
  - 5.2.1.1** If an individual identifies themselves as a TCMHA client, law enforcement will contact the MCC Team directly via the designated crisis line once they have determined the scene is safe enough for the MCC team to be deployed.
  - 5.2.1.2** If an individual is not a TCMHA open client but is a community member of the TCMHA catchment area, MCC Team will triage and may do in field response after consultation with LACDMH, if practicable.
- 5.2.2** The City will provide access to a workspace appropriate for MCC Team to perform administrative and case-related duties.
  - 5.2.2.1** The City will provide MCC Team with reasonable access to the workspace and parking consistent with the terms of this Agreement.

**5.2.2.2** The City will orient MCC Team to relevant facility procedures, including emergency protocols and security measures.

**5.2.2.3** The City will retain ownership and control of the workspace and may reassign it with reasonable advance notice to TCMHA.

**5.2.3 Health Insurance Portability and Accountability Act.** The City and its officers, employees, agents, or police officers providing services pursuant to this Agreement 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. The City shall require all its officers, employees, and agents providing services under this Agreement to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.

**5.2.4 Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to the City (Business Associate) in accordance with all applicable legal requirements to allow law enforcement to perform community response services under this Agreement. The City is required to appropriately safeguard the PHI disclosed to it. Accordingly, the City will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit A', accepting liability for any breach of ePHI or PHI.

### **5.3 Mutual Responsibilities of the Parties**

**5.3.1** Each Party will designate a representative for the purpose of day-to-day mutual coordination of timely and appropriate community response under this agreement.

**5.3.2** The Parties will meet regularly upon a mutually agreed schedule to coordinate and review response data, identify system gaps, and enhance joint protocols.

**5.3.3** Neither Party will discriminate against any person because 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 City for any purpose. TCMHA employees will not be entitled to receive any compensation or any benefits of employment from the City, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

7.3 City employees providing services under this Agreement will not be considered employees or agents of TCMHA for any purpose. City employees will not be entitled to receive any compensation or any benefits of employment from TCMHA, 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 AND INSURANCE

Each Party shall indemnify, defend and hold harmless the other Party, their elected and appointed officers, 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 MOU.

**Tort Liability.** Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

**Survival.** All duties of the Parties under this Section 8 shall survive termination of this Agreement.

## 9. GENERAL TERMS AND CONDITIONS

9.1 Governing Law, Jurisdiction and Venue. This MOU will 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.** Tri-City Mental Health Authority hereby designates its Executive Director to act as its representative for the performance of this Agreement and shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

**9.2.2 City's Representative.** City warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of the City of Pomona 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 the City:

City of Pomona  
505 South Garey Avenue  
Pomona, CA 91766  
Attn: City Manager

## **10. ENTIRE AGREEMENT**

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior agreements, written or oral, between TCMHA and the City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by TCMHA and the City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of

any right on any other occasion or a waiver of any other condition of performance under this Agreement.

**11. EXECUTION**

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

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**CITY OF POMONA**

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

By: \_\_\_\_\_  
Anita D. Scott, City Manager

Attest:

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

Approved as to Form and Content:  
RICHARDS, WATSON & GERSHON

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

**EXHIBIT A****BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made as of this \_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and CITY OF POMONA (“**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. § 16.103.

**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:** City of Pomona  
505 South Garey Avenue  
Pomona, CA 91766  
Attn: City Manager

**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

CITY OF POMONA

**Name of Covered Entity**

**Name of Business Associate**

**Authorized Signature**

**Authorized Signature**

ONTSON PLACIDE

ANITA D. SCOTT

**Print Name**

**Print Name**

EXECUTIVE DIRECTOR

CITY MANAGER

**Print Title**

**Print Title**

**Date**

**Date**



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

**DATE:** November 19, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 825 Authorizing a Memorandum of Understanding (MOU) with the City of Claremont to Establish the Response Workflow between TCMHA Mobile Crisis Care (MCC) Team and the Claremont Police Department

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Summary:

TCMHA staff seeks approval from the Governing Board for Tri-City Mental Health Authority to enter into a Memorandum of Understanding (MOU) with the City of Claremont for Mobile Crisis Care response and coordination with the City of Claremont Police Department. This partnership will enable the provision of Mobile Crisis Care Services, enhancing crisis response capabilities within the community. Board action is requested to authorize the Executive Director to finalize and execute the MOU.

Background:

Tri-City Mental Health Authority's Mobile Crisis Care program is operational and has identified a growing need for coordinated crisis intervention services in partnership with local law enforcement. The Claremont Police Department frequently encounters individuals experiencing mental health crises, and formal collaboration will allow for rapid, compassionate, and clinically informed responses. This initiative aligns with best practices for community-based crisis care and supports the Authority's mission to improve mental health outcomes and public safety.

Fiscal Impact:

Funding for the Mobile Crisis Care Program will be provided through Mental Health Services Act (MHSA) funds for services delivered to community members. For clients who are currently open with Tri-City Mental Health Authority, costs will be covered through Medi-Cal billing.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 825 approving the MOU with the City of Claremont establishing a response workflow between TCMHA's

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 825 Memorandum of Understanding (MOU) with the City of Claremont to Establish a Response Workflow between TCMHA Mobile Crisis Care (MCC) Team and the Claremont Police Department***  
**November 19, 2025**  
**Page 2 of 2**

MCC Team and the Claremont Police Department, and authorizing the Executive Director to execute said MOU effective November 19, 2025.”

Attachments:

*Attachment 12-A:* Resolution No. 825 - Draft

*Attachment 12-B:* MOU with the City of Claremont for MCC Services

**RESOLUTION NO. 825**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CLAREMONT TO ESTABLISH A RESPONSE WORKFLOW BETWEEN TCMHA'S MOBILE CRISIS CARE TEAM AND THE CLAREMONT POLICE DEPARTMENT**

**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 the City of Claremont to outline the roles and responsibilities of TCMHA and the City of Claremont for Mobile Crisis Care Services to provide an effective, efficient, timely, and a clinically appropriate collaborative response process to Claremont residents and/or visitors during a mental health crisis intervention and ongoing care.

**B.** The Authority affirms that there is no agency relationship between TCMHA and the City of Claremont; and no payments, compensation, or fees shall be made between TCMHA and the City of Claremont in connection with the MOU.

**2. Action**

The Governing Board approves the MOU with the City of Claremont, in substantially the same form as presented at its meeting on November 19, 2025, and authorizes the Authority's Executive Director to enter into and execute the MOU; 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 November 19, 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**

**CITY OF CLAREMONT**

**DATED**

\_\_\_\_\_, 2025

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

1900 Royalty Drive, Suite 180  
Pomona, CA 91767

Phone (909) 766-7340

Fax (909) 865-0730

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 12-B**

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## MEMORANDUM OF UNDERSTANDING

### BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND THE CITY OF CLAREMONT TO ESTABLISH THE RESPONSE WORKFLOW BETWEEN TCMHA MOBILE CRISIS CARE (MCC) TEAM AND THE CLAREMONT POLICE DEPARTMENT

#### 1. PARTIES AND AGREEMENT DATE

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into as of \_\_\_\_\_, 2025 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA”) and the CITY OF CLAREMONT, a municipal government, with its principal place of business at 207 Harvard Avenue, Claremont, CA 91711 (hereinafter “City”). TCMHA and City are sometimes individually referred to as a “Party” and collectively as “Parties.”

#### 2. PURPOSE OF MOU

**2.1** TCMHA, by and through its Mobile Crisis Care Team (“MCC Team”), provides mobile behavioral health crisis services (including linkages to necessary care and support) within its service area, including to persons in the City of Claremont. This Agreement represents good faith commitments, which are being made by each of the Parties to provide an effective, efficient, timely, and a clinically appropriate collaborative response process to Claremont residents and/or visitors during a mental health crisis intervention and ongoing care.

**2.2** A further purpose of this Agreement is to outline the roles and responsibilities of the Parties.

#### 3. TERM OF MOU

The term of this MOU shall commence \_\_\_\_\_ and shall be in full force and effect through June 30, 2027, or until it is 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. GUIDING PRINCIPALS

**4.1** Client-Centered Care: Prioritize compassionate, culturally competent responses.

**4.2** Clear Communication: Ensure all City law enforcement, the office of the City Manager, and TCMHA (“Partners”) are informed of the appropriate contact points and response roles.

**4.3** Coordinated Response: Align responsibilities and referral pathways across Partners.

## **5. ROLES AND RESPONSIBILITIES**

### **5.1** Responsibilities of TCMHA

**5.1.1** The MCC Team will respond to crisis situations involving individuals who are formally enrolled in services with TCMHA (“open clients”), or individuals with a known treatment history within the TCMHA system.

**5.1.2** For non-clients, the MCC Team may provide consultation and referral information and may do in-field response after consultation with Los Angeles County Department of Mental Health (“LACDMH”), when practicable.

**5.1.3** Coordination with LACDMH:

**5.1.3.1** TCMHA will coordinate with LACDMH to align response protocols and prevent duplication of services.

**5.1.3.2** For clients served by LACDMH or outside the TCMHA region, referrals will be directed accordingly, and updates will be shared with LACDMH when appropriate.

**5.1.4** Communication and Handoff Protocols. When crisis response staff employed by City law enforcement (e.g., in-house mental health liaisons or co-responder units) encounter individuals needing ongoing behavioral health care, they will:

**5.1.4.1** Refer to the MCC Team for triage and care coordination.

**5.1.4.2** Provide to the MCC Team any collected contact or behavioral health information (with consent) to facilitate the direct, personal transfer of a patient or client between two service providers or to law enforcement, to ensure a seamless and coordinated transition of care.

**5.1.5** Post-Crisis Follow-Up:

**5.1.5.1** MCC Team will conduct a clinical assessment and coordinate with the individual’s treatment team or initiate services, if clinically appropriate.

**5.1.5.2** City partners, including law enforcement or staff in the office of the City Manager may be informed (with appropriate

confidentiality protections) of the outcome, especially if it affects public safety or follow-up needs.

- 5.1.6** TCMHA will provide periodic training in crisis response techniques and MCC program or other resource updates to law enforcement to aid with identifying and referring individuals in mental health crisis.
- 5.1.7** MCC Team will assist with crisis coverage in Claremont during periods of high need or when staffing is limited.
- 5.1.8** MCC Team will coordinate referrals for treatment services through TCMHA to ensure comprehensive support.
- 5.1.9** TMCHA will participate in ongoing collaborative meetings in accordance with a mutually agreed upon schedule between City, public safety officials, and service providers to ensure an integrated crisis response.
- 5.1.10** TCMHA will offer additional consultation and training sessions for Claremont based teams to support effective service delivery.
- 5.1.11** MCC Team will perform administrative and case related duties in a mutually agreed upon workspace to be provided by the City and location confirmed in writing by both Parties.
- 5.1.12** MCC Team will comply with all applicable City safety, security, and confidentiality requirements while on site at the workspace.

## **5.2** Responsibilities of the City

- 5.2.1** If law enforcement or city officials encounter a community member in a mental health crisis, City will encourage its officers to ask individuals if they are a current client of TCMHA or under care from any mental health provider.
  - 5.2.1.1** If an individual identifies themselves as a TCMHA client, law enforcement will contact the MCC Team directly via the designated crisis line once they have determined the scene is safe enough for the MCC team to be deployed.
  - 5.2.1.2** If an individual is not a TCMHA open client but is a community member of the TCMHA catchment area, MCC Team will triage and may do in field response after consultation with LACDMH, if practicable.
- 5.2.2** The City will provide access to a workspace appropriate for MCC Team to perform administrative and case-related duties.

**5.2.2.1** The City will provide MCC Team with reasonable access to the workspace and parking consistent with the terms of this Agreement.

**5.2.2.2** The City will orient MCC Team to relevant facility procedures, including emergency protocols and security measures.

**5.2.2.3** The City will retain ownership and control of the workspace and may reassign it with reasonable advance notice to TCMHA.

**5.2.3 Health Insurance Portability and Accountability Act.** The City and its officers, employees, agents, or police officers providing services pursuant to this Agreement 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. The City shall require all its officers, employees, and agents providing services under this Agreement to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.

**5.2.4 Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to the City (Business Associate) in accordance with all applicable legal requirements to allow law enforcement to perform community response services under this Agreement. The City is required to appropriately safeguard the PHI disclosed to it. Accordingly, the City will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit A', accepting liability for any breach of ePHI or PHI.

### **5.3 Mutual Responsibilities of the Parties**

**5.3.1** Each Party will designate a representative for the purpose of day-to-day mutual coordination of timely and appropriate community response under this agreement.

**5.3.2** The Parties will meet regularly upon a mutually agreed schedule to coordinate and review response data, identify system gaps, and enhance joint protocols.

**5.3.3** Neither Party will discriminate against any person because 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 City for any purpose. TCMHA employees will not be entitled to receive any compensation or any benefits of employment from the City, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

**7.3** City employees providing services under this Agreement will not be considered employees or agents of TCMHA for any purpose. City employees will not be entitled to receive any compensation or any benefits of employment from TCMHA, 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 AND INSURANCE

Each Party shall indemnify, defend and hold harmless the other Party, their elected and appointed officers, 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 MOU.

**Tort Liability.** Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

**Survival.** All duties of the Parties under this Section 8 shall survive termination of this Agreement.

## 9. GENERAL TERMS AND CONDITIONS

**9.1 Governing Law, Jurisdiction and Venue.** This MOU will 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.** Tri-City Mental Health Authority hereby designates its Executive Director to act as its representative for the performance of this Agreement and shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

**9.2.2 City's Representative.** City warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of the City of Claremont 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 the City:

City of Claremont  
207 Harvard Avenue  
Claremont, CA 91711  
Attn: City Manager

## 10. ENTIRE AGREEMENT

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior agreements, written or oral, between TCMHA and the City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by TCMHA and the City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by TCMHA in exercising any right under this Agreement

will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

**11. EXECUTION**

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

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**CITY OF CLAREMONT**

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

By: \_\_\_\_\_  
Adam Pirrie, City Manager

Attest:

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

Approved as to Form and Content:  
RICHARDS WATSON & GERSHON

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

**EXHIBIT A****BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this \_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and CITY OF CLAREMONT (“**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. § 16.103.

**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:** City of Claremont  
207 Harvard Avenue  
Claremont, CA 91711  
Attn: City Manager

**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

CITY OF CLAREMONT

**Name of Covered Entity**

**Name of Business Associate**

**Authorized Signature**

**Authorized Signature**

ONTSON PLACIDE

ADAM PIRRIE

**Print Name**

**Print Name**

EXECUTIVE DIRECTOR

CITY MANAGER

**Print Title**

**Print Title**

**Date**

**Date**



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

**DATE:** November 19, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 826 Authorizing a Memorandum of Understanding (MOU) with the City of La Verne to Establish the Response Workflow between TCMHA Mobile Crisis Care (MCC) Team and the La Verne Police Department

---

Summary:

TCMHA staff seeks approval from the Governing Board for Tri-City Mental Health Authority to enter into a Memorandum of Understanding (MOU) with the City of La Verne for Mobile Crisis Care response and coordination with the City of La Verne Police Department. This partnership will enable the provision of Mobile Crisis Care Services, enhancing crisis response capabilities within the community. Board action is requested to authorize the Executive Director to finalize and execute the MOU.

Background:

Tri-City Mental Health Authority's Mobile Crisis Care program is operational and has identified a growing need for coordinated crisis intervention services in partnership with local law enforcement. The La Verne Police Department frequently encounters individuals experiencing mental health crises, and formal collaboration will allow for rapid, compassionate, and clinically informed responses. This initiative aligns with best practices for community-based crisis care and supports the Authority's mission to improve mental health outcomes and public safety.

Fiscal Impact:

Funding for the Mobile Crisis Care Program will be provided through Mental Health Services Act (MHSA) funds for services delivered to community members. For clients who are currently open with Tri-City Mental Health Authority, costs will be covered through Medi-Cal billing.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 826 approving the MOU with the City of La Verne establishing a response workflow between TCMHA's MCC

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 826 Memorandum of Understanding (MOU) with the City of La Verne to Establish a Response Workflow between TCMHA Mobile Crisis Care (MCC) Team and the La Verne Police Department***  
**November 19, 2025**  
**Page 2 of 2**

Team and the La Verne Police Department, and authorizing the Executive Director to execute said MOU effective November 19, 2025.”

Attachments:

*Attachment 13-A:* Resolution No. 826 - Draft

*Attachment 13-B:* MOU with the City of La Verne for MCC Services

**RESOLUTION NO. 826**

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LA VERNE TO ESTABLISH A RESPONSE WORKFLOW BETWEEN TCMHA'S MOBILE CRISIS CARE TEAM AND THE LA VERNE POLICE DEPARTMENT**

**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 the City of La Verne to outline the roles and responsibilities of TCMHA and the City of La Verne for Mobile Crisis Care Services to provide an effective, efficient, timely, and a clinically appropriate collaborative response process to La Verne residents and/or visitors during a mental health crisis intervention and ongoing care.

**B.** The Authority affirms that there is no agency relationship between TCMHA and the City of La Verne; and no payments, compensation, or fees shall be made between TCMHA and the City of La Verne in connection with the MOU.

**2. Action**

The Governing Board approves the MOU with the City of La Verne, in substantially the same form as presented at its meeting on November 19, 2025, and authorizes the Authority's Executive Director to enter into and execute the MOU; 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 November 19, 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**

**CITY OF LA VERNE**

**DATED**

\_\_\_\_\_, 2025

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

1900 Royalty Drive, Suite 180  
Pomona, CA 91767

Phone (909) 766-7340

Fax (909) 865-0730

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 13-B**

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## MEMORANDUM OF UNDERSTANDING

### BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND THE CITY OF LA VERNE TO ESTABLISH THE RESPONSE WORKFLOW BETWEEN TCMHA MOBILE CRISIS CARE (MCC) TEAM AND THE LA VERNE POLICE DEPARTMENT

#### 1. PARTIES AND AGREEMENT DATE

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into as of \_\_\_\_\_, 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, La Verne, California 91711 (hereinafter “TCMHA”) and the CITY OF LA VERNE, a municipal government, with its principal place of business at 3660 “D” Street, La Verne, CA 91750 (hereinafter “City”). TCMHA and City are sometimes individually referred to as a “Party” and collectively as “Parties.”

#### 2. PURPOSE OF MOU

**2.1** TCMHA by and through its Mobile Crisis Care Team (“MCC Team”), provides mobile behavioral health crisis services (including linkages to necessary care and support) within its service area, including to persons in the City of Laverne. This Agreement represents good faith commitments, which are being made by each of the Parties to provide an effective, efficient, timely, and a clinically appropriate collaborative response process to La Verne residents and/or visitors during a mental health crisis intervention and ongoing care.

**2.2** A further purpose of this Agreement is to outline the roles and responsibilities of the Parties.

#### 3. TERM OF MOU

The term of this MOU shall commence \_\_\_\_\_ and shall be in full force and effect through June 30, 2027, or until it is 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. GUIDING PRINCIPALS

**4.1** Client-Centered Care: Prioritize compassionate, culturally competent responses.

**4.2** Clear Communication: Ensure all City law enforcement, the office of the City Manager, and TCMHA (“Partners”) are informed of the appropriate contact points and response roles.

**4.3** Coordinated Response: Align responsibilities and referral pathways across Partners.

## 5. ROLES AND RESPONSIBILITIES

### 5.1 Responsibilities of TCMHA

- 5.1.1 The MCC Team will respond to crisis situations involving individuals who are formally enrolled in services with TCMHA (“open clients”), or individuals with a known treatment history within the TCMHA system.
- 5.1.2 For non-clients, the MCC Team may provide consultation and referral information and may do in-field response after consultation with the Los Angeles County Department of Mental Health (“LACDMH”), when practicable.
- 5.1.3 Coordination with LACDMH:
  - 5.1.3.1 TCMHA will coordinate with LACDMH to align response protocols and prevent duplication of services.
  - 5.1.3.2 For clients served by LACDMH or outside the TCMHA region, referrals will be directed accordingly, and updates will be shared with LACDMH when appropriate.
- 5.1.4 Communication and Handoff Protocols. When crisis response staff employed by City law enforcement (e.g., in-house mental health liaisons or co-responder units) encounter individuals needing ongoing behavioral health care, they will:
  - 5.1.4.1 Refer to the MCC Team for triage and care coordination.
  - 5.1.4.2 Provide to the MCC Team any collected contact or behavioral health information (with consent) to facilitate the direct, personal transfer of a patient or client between two service providers or to law enforcement, to ensure a seamless and coordinated transition of care.
- 5.1.5 Post-Crisis Follow-Up:
  - 5.1.5.1 MCC Team will conduct a clinical assessment and coordinate with the individual’s treatment team or initiate services, if clinically appropriate.
  - 5.1.5.2 City partners, including law enforcement or staff in the office of the City Manager may be informed (with appropriate confidentiality protections) of the outcome, especially if it affects public safety or follow-up needs.

- 5.1.6** TCMHA will provide periodic training in crisis response techniques and MCC program or other resource updates to law enforcement to aid with identifying and referring individuals in mental health crisis.
- 5.1.7** MCC Team will assist with crisis coverage on Wednesdays when La Verne's crisis team is unavailable.
- 5.1.8** MCC Team will coordinate referrals for treatment directly from the La Verne crisis team to ensure timely support and continuity of care.
- 5.1.9** TCMHA will participate in ongoing collaborative meetings in accordance with a mutually agreed upon schedule between City, public safety officials, and service providers to ensure an integrated crisis response.
- 5.1.10** TCMHA will offer additional consultation and trainings sessions for La Verne crisis team members to support effective service delivery.
- 5.1.11** MCC Team will perform administrative and case-related duties in a mutually agreed upon workspace to be provided by the City and location confirmed in writing by both Parties.
- 5.1.12** MCC Team will comply with all applicable City safety, security, and confidentiality requirements while on site at the workspace.

## **5.2** Responsibilities of the City

- 5.2.1** If law enforcement or city officials encounter a community member in a mental health crisis, City will encourage its officers to ask individuals if they are a current client of TCMHA or under care from any mental health provider.
  - 5.2.1.1** If an individual identifies themselves as a TCMHA client, law enforcement will contact the MCC Team directly via the designated crisis line once they have determined the scene is safe enough for the MCC team to be deployed.
  - 5.2.1.2** If an individual is not a TCMHA open client but is a community member of the TCMHA catchment area, MCC Team will triage and may do in field response after consultation with LACDMH, if practicable.
- 5.2.2** The City will provide access to a workspace appropriate for MCC Team to perform administrative and case-related duties.

**5.2.2.1** The City will provide MCC Team with reasonable access to the workspace and parking consistent with the terms of this Agreement.

**5.2.2.2** The City will orient MCC Team to relevant facility procedures, including emergency protocols and security measures.

**5.2.2.3** The City will retain ownership and control of the workspace and may reassign it with reasonable advance notice to TCMHA.

**5.2.3 Health Insurance Portability and Accountability Act.** The City and its officers, employees, agents, or police officers providing services pursuant to this Agreement 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. The City shall require all its officers, employees, and agents providing services under this Agreement to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.

**5.2.4 Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to the City (Business Associate) in accordance with all applicable legal requirements to allow law enforcement to perform community response services under this Agreement. The City is required to appropriately safeguard the PHI disclosed to it. Accordingly, the City will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit A', accepting liability for any breach of ePHI or PHI.

### **5.3 Mutual Responsibilities of the Parties**

**5.3.1** Each Party will designate a representative for the purpose of day-to-day mutual coordination of timely and appropriate community response under this agreement.

**5.3.2** The Parties will meet regularly upon a mutually agreed schedule to coordinate and review response data, identify system gaps, and enhance joint protocols.

**5.3.3** Neither Party will discriminate against any person because 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 City for any purpose. TCMHA employees will not be entitled to receive any compensation or any benefits of employment from the City, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

7.3 City employees providing services under this Agreement will not be considered employees or agents of TCMHA for any purpose. City employees will not be entitled to receive any compensation or any benefits of employment from TCMHA, 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 AND INSURANCE

Each Party shall indemnify, defend and hold harmless the other Party, their elected and appointed officers, 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 MOU.

**Tort Liability.** Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

**Survival.** All duties of the Parties under this Section 8 shall survive termination of this Agreement.

## 9. GENERAL TERMS AND CONDITIONS

**9.1 Governing Law, Jurisdiction and Venue.** This MOU will 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.** Tri-City Mental Health Authority hereby designates its Executive Director to act as its representative for the performance of this Agreement and shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

**9.2.2 City's Representative.** City warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of the City of La Verne 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, Suite B  
Claremont, CA 91711-2788  
Attn: Executive Director

If to the City:

City of La Verne  
3660 "D" Street  
La Verne, CA 91750  
Attn: City Manager

## 10. ENTIRE AGREEMENT

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior agreements, written or oral, between TCMHA and the City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by TCMHA and the City. The validity or

unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

**11. EXECUTION**

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

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**CITY OF LA VERNE**

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

By: \_\_\_\_\_  
Ken Domer, City Manager

Attest:

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

Approved as to Form and Content:  
RICHARDS WATSON & GERSHON

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

**EXHIBIT A****BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made as of this \_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“Covered Entity” or “CE”) and CITY OF LA VERNE (“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. § 16.103.

**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:**

City of La Verne  
3660 "D" Street  
La Verne, CA 91750  
Attn: City Manager

**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**

CITY OF LA VERNE  
\_\_\_\_\_  
**Name of Business Associate**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

ONTSON PLACIDE  
\_\_\_\_\_  
**Print Name**

KEN DOMER  
\_\_\_\_\_  
**Print Name**

EXECUTIVE DIRECTOR  
\_\_\_\_\_  
**Print Title**

CITY MANAGER  
\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



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

**DATE:** November 19, 2025

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

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

**BY:** Mica Olmos, CPMC, JPA Administrator/Clerk

**SUBJECT:** Approval to Re-Appoint Anne Henderson as Member to the Tri-City Mental Health Commission

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Summary:

Anne Henderson's membership to the Tri-City Mental Health Commission (MHC) will expire at the end of December 2025. Ms. Henderson would like to continue her MHC membership, and staff recommend that the Governing Board approve Mrs. Henderson MHC membership for another three-year term expiring in December 2028.

Background:

Article IV Section E., Term of Office of the Mental Health Commission Bylaws, states that appointments to the Tri-City Mental Health Commission shall be made for a term of three-years providing that during that period, appointees retain the status which qualified them for appointment and fulfill the responsibilities of Commission membership. Members may be re-appointed to additional three-year terms by action of the Governing Board.

City of Pomona resident Anne Henderson became a member of the Tri-City Mental Health Commission on December 21, 2016; her membership was renewed for a second term in December 2019, and again in December 2022 which will expire at the end of December 2025. Ms. Henderson continues to be an active participant in the Mental Health Commission; has maintained her qualifying status; and has submitted a new membership application.

Fiscal Impact:

None.

Recommendation:

Staff recommend that the Governing Board consider the reappointment of Anne Henderson as member to the Mental Health Commission for a three-year term expiring in December 2028.

Attachments:

*Attachment 14-A:* Anne Henderson's Application for Membership to the MHC

**MENTAL HEALTH COMMISSION  
APPLICATION FOR MEMBERSHIP**

Date of Application: 11/14/25

Name: Anne Henderson Date of Birth: [REDACTED]  
 Street Address: [REDACTED] City: Pomona Zip Code: 91768  
 Residence Telephone: NA Cell Phone: [REDACTED]  
 Business Address: NA City: Pomona Zip Code: 91768  
 E-mail Address: [REDACTED] Bus. Telephone: NA

Approximate length of time you have resided or worked within TCMHA Catchment Area: (Pomona, Claremont, La Verne)

Residence: 48 years Work: 32 years

Previous Work Experience (past 7 years):

<u>Employer:</u>	<u>Occupation:</u>	<u>Dates: From - To</u>
<u>Retired</u>	<u>Teacher</u>	<u>2012 - ongoing</u>

Languages spoken: English

How did you hear about TCMHA's Mental Health Commission?  
I was a delegate/stakeholder before I joined the Commission

Please list Group or Organization Memberships, purpose of the group and dates of involvement:

<u>Group/Organization:</u>	<u>Purpose:</u>	<u>Dates: From - To:</u>
<u>Pomona Host Lions</u>	<u>Service club</u>	<u>2012-current day</u>
<u>Partnership for Positive Pomo</u>	<u>Drug free communities coalition</u>	<u>2013-current day</u>
<u>St. Paul's Episcopal Vestry</u>	<u>Corporation leadership</u>	<u>2023-current day</u>

How have you been involved in your community? List any special interests or involvement in organizations which might be helpful to you as a TCMHA Mental Health Commission Member:

<u>Organization:</u>	<u>Purpose:</u>	<u>Dates: From - To:</u>
<u>Pomona's Promise</u>	<u>Community collaborative to improve city</u>	<u>2014-ongoing</u>
<u>Early Childhood Ecosystem Lea</u>	<u>Improving ecosystem for children 0-3</u>	<u>2024-ongoing</u>
<u>Daughters of the King</u>	<u>Lay Order for church service</u>	<u>2009-ongoing</u>
<u>Mayor's Task Force on immig</u>	<u>Community collaboration</u>	<u>2025-ongoing</u>

**MENTAL HEALTH COMMISSION**

Please describe briefly the reasons for your interest in serving on the TCMHA Mental Health Commission:

I enjoy serving on the Commission currently and believe the work we do is important to community members who may need mental health care and support. The growth and improvements I have seen over the years that I have been involved with TriCity validates the work we do. I would like to continue on the Commission.

Service on the Mental Health Commission requires attendance at one mid-day monthly meeting that lasts approximately two hours and at infrequent special purpose meetings.

Does your personal schedule allow you to set aside a minimum of two hours each month for Mental Health Commission Meetings?  Yes  No

WIC 5604(a)(2)(B)(i) requires that Fifty percent of the board membership shall be consumers, or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. At least one of these members shall be an individual who is 25 years of age or younger.

- I am a consumer of behavioral health services.
- I am a consumer of behavioral health services *and* I am 25 years old or younger.
- I am an immediate family member of a consumer of behavioral health services.
- I am an immediate family member of a consumer of behavioral health services *and* I am 25 years old or younger.

WIC 5604(a)(2)(C)(i) provides that at least one member of the Mental Health Commission is a veteran or veteran advocate (either a parent, spouse, or adult child of a veteran, or an individual who is part of a veterans organization, including the Veterans of Foreign Wars or the American Legion.)

Are you a veteran or a veteran advocate?  Yes  No

WIC 5604(a)(2)(D)(i) provides that at least one member of the Mental Health Commission is an employee of a local education agency.

Are you an employee of a local education agency?  Yes  No

WIC 5604(e) provides that members of the Mental Health Commission must be free of any conflict of interest. The content of the questions below is based on the standards established by the legislation.

Are you, or your spouse, a behavioral health consumer currently employed by a county mental health and substance use disorder service, or by the State Department of Health Care Services, or a paid member of the governing body of by a mental health or substance use disorder contract agency, *but* do not have interest, influence or authority over any financial or contractual matter concerning the employer?

Yes  No

I certify that all statements in this application are true and complete to the best of my knowledge. I authorize TCMHA to make inquiries to determine my suitability for membership on the Mental Health Commission. I understand that any misrepresentation made may be grounds for rejection of this application or dismissal from the Commission.

  
(Signature)

Please attach any additional documentation or information that you deem to be relevant to your application.

**RETURN YOUR SIGNED APPLICATION TO:** Micaela P. Olmos, JPA Administrator/Clerk  
Tri-City Mental Health Authority  
1717 N. Indian Hill Boulevard, Suite B  
Claremont, CA 91711-2788