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Founded in 1960  
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of Pomona,  
Claremont and La  
Verne.

## TRI-CITY MENTAL HEALTH AUTHORITY

### AGENDA

#### GOVERNING BOARD / MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

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

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

<https://tricitymhs-org.zoom.us/j/84875092542?pwd=1aoFYG1QL58gxfcCDOND04lb5PwU6p.1>  
Passcode: awFL+Wy4

#### 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

**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@tricitymha.ca.gov](mailto:molmos@tricitymha.ca.gov). All email messages received by 3:00 p.m. will be shared with the Governing Board before the meeting.

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

In compliance with the American Disabilities Act, any person with a disability who requires an accommodation in order to participate in a meeting should contact JPA Administrator/Clerk Mica Olmos at (909) 451-6421 at least 48 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.

**MENTAL HEALTH COMMISSION ROLL CALL**

Commissioners Clarence D. Cernal, Sandra Christensen, Mildred Garcia, Ethel Gardner, Frank Guzman, Laura Mundy, Janet R. Roy, and Danette E. Wilkerson; Vice-Chair Wray Ryback; and Chair Anne Henderson.

**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.tricitymha.ca.gov>.

**PRESENTATION**

- **ADVANCING PSYCHIATRIC ADVANCE DIRECTIVES (PADS) IN CALIFORNIA**
- **REPORT ON THE CALIFORNIA BEHAVIORAL HEALTH PLANNING COUNCIL (CBHPC) 2025 DATA NOTEBOOK: WELLNESS AND RECOVERY CENTERS IN CALIFORNIA'S PUBLIC BEHAVIORAL HEALTH SYSTEM**

**MENTAL HEALTH COMMISSION****1. APPROVAL OF MINUTES FROM THE NOVEMBER 11, 2025 MENTAL HEALTH COMMISSION REGULAR MEETING**

Recommendation: “A motion to approve the Mental Health Commission Minutes of its Regular Meeting of November 11, 2025.”

**CONSENT CALENDAR****2. APPROVAL OF MINUTES FROM THE NOVEMBER 17, 2025 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of November 17, 2025.”

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

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

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

Recommendation: “A motion to receive and file.”

**9. CONSIDERATION OF RESOLUTION NO. 827 APPROVING THE NOTICE OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS RETIREMENT CONTRACT TO INCLUDE PUBLIC EMPLOYEES’ PENSION REFORM ACT (PEPRA) LANGUAGE**

Recommendation: “A motion to adopt Resolution No. 827 approving the Notice of Intention to Approve an Amendment to the contract between TCMHA and CalPERS to include PEPRA language.”

**10. CONSIDERATION OF RESOLUTION NO. 828 STABLISHING THE 2026 MEETING SCHEDULE OF THE TRI-CITY MENTAL HEALTH AUTHORITY GOVERNING BOARD AND MENTAL HEALTH COMMISSION**

Recommendation: “A motion to adopt Resolution No. 828 establishing the dates, time, and place where the Governing Board and the Mental Health Commission Meetings are held.”

**11. CONSIDERATION OF RESOLUTION NO. 829 APPROVING AN AGREEMENT WITH THE CITY OF KNOWLEDGE SCHOOL FOR MENTAL HEALTH SERVICES**

Recommendation: “A motion to adopt Resolution No. 829 approving an Agreement regarding mental health services with the City of Knowledge School.”

**12. CONSIDERATION OF RESOLUTION NO. 830 APPROVING THE SUBCONTRACTOR AGREEMENT FOR THE HUD CONTINUUM OF CARE PROGRAM WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THEREAFTER**

Recommendation: “A motion to adopt Resolution No. 830 Authorizing the Executive Director to execute the Subcontractor Agreement No. CA0800L9D002416 with LACDA for the HUD Continuum of Care Program, and any amendments thereafter, effective January 1, 2026 through December 31, 2026.”

**NEW BUSINESS**

**13. CONSIDERATION OF RESOLUTION NO. 831 AUTHORIZING THE EXPENDITURE OF \$1,000,000 FROM ITS CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS FOR TENANT IMPROVEMENTS AND TECHNOLOGY INFRASTRUCTURE**

Recommendation: “A motion to adopt Resolution No. 831 authorizing the expenditure of CFTN Funds in the amount of \$1,000,000 for tenant improvements and technology infrastructure.”

**14. CONSIDERATION OF RESOLUTION NO. 832 AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE THE LEASE AGREEMENT WITH 1902 ROYALTY DRIVE, LLC FOR OFFICE SPACE, INCLUDING TENANT IMPROVEMENTS, LOCATED AT 1902 ROYALTY DRIVE IN POMONA, CALIFORNIA**

Recommendation: “A motion to adopt Resolution No. 832 authorizing the Executive Director to negotiate and execute Lease Agreements with 1902 Royalty Drive, LLC for office space.”

**15. CONSIDERATION OF RESOLUTION NO. 833 AWARDING A THREE-YEAR CONTRACT TO CENTRESCAPES, INC FOR MAINTAINANCE LANDSCAPE SERVICES IN THE AMOUNT OF \$75,779, BEGINNING JANUARY 1, 2026 THROUGH DECEMBER 31, 2029, WITH AN OPTION TO EXTEND TWO ADDITIONAL YEARS, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 833 awarding the Agreement for Maintenance Landscape Services to Centrescapes, Inc., and authorizing the Executive Director to execute a Three-Year Agreement with Centrescapes, beginning January 1, 2026, in the amount of \$75,779, with an option to extend two additional years, totaling \$130,165 for five years.”

**16. CONSIDERATION OF RESOLUTION NO. 834 APPROVING AN AGREEMENT WITH EXECUTIVE LINGUISTICS AGENCY, INC. FOR LANGUAGE TRANSLATION AND INTERPRETATION SERVICES**

Recommendation: “A motion to adopt Resolution No. 834 approving an agreement with Executive Linguistics Agency, Inc. for language translation and interpretation services.”

**17. ELECTION OF GOVERNING BOARD LIAISON TO THE TRI-CITY MENTAL HEALTH COMMISSION AFTER A VACANCY EXISTS**

Recommendation: “Staff recommends that the Governing Board considers the election of a Governing Board Liaison to the Tri-City Mental Health Commission.”

**GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS**

Members of the Governing Board or Mental Health Commission 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 or Mental Health Commission Agenda.

**PUBLIC COMMENT**

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

**ADJOURNMENT – MENTAL HEALTH COMMISSION**

The next Regular Meeting of the **Mental Health Commission** will be held on **Tuesday, January 13, 2026 at 3:30 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

**CLOSED SESSION**

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov't Code § 54957)

Title of Position of Employee Being Evaluated: Executive Director

**RECONVENE TO OPEN SESSION**

The Governing Board will reconvene to an Open Session.

**CLOSED SESSION REPORT**

Any reportable action taken is announced.

**ADJOURNMENT**

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, January 21, 2026 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 MENTAL HEALTH COMMISSION NOVEMBER 11, 2025 – 3:30 P.M.**

The Mental Health Commission Regular Meeting was held on Tuesday, November 11, 2025, at 3:30 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

**CALL TO ORDER** Chair Henderson called the meeting to order at 3:34 p.m.

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

#### **MENTAL HEALTH COMMISSION**

**PRESENT:** Anne Henderson, Chair  
Wray Ryback, Vice-Chair  
Clarence D. Cernal  
Sandra Christensen  
Frank Guzman  
Laura Mundy  
Janet R. Roy  
Danette E. Wilkerson

**ABSENT:** Mildred Garcia  
Ethel Gardner

#### **STAFF**

**PRESENT:** Ontson Placide, Executive Director  
Elizabeth Renteria, Chief Clinical Officer  
Dana Barford, Director of MHSA & Ethnic Services  
Mica Olmos, JPA Clerk/Administrator

### **REGULAR BUSINESS**

#### **I. APPROVAL OF MINUTES OF THE OCTOBER 14, 2025 REGULAR MEETING OF THE MENTAL HEALTH COMMISSION**

There being no discussion or public comment, Commissioner Cernal moved, and Commissioner Christensen seconded, to approve the Minutes from the October 14, 2025, Regular Meeting of the Mental Health Commission. The motion was carried by the following vote: AYES: Commissioners Cernal, Christensen, Mundy, Roy, and Wilkerson; Vice-Chair Ryback, and Chair Henderson. NOES: None. ABSTAIN: Commissioner Guzman. ABSENT: Commissioner Garcia and Gardner.

**AGENDA ITEM NO. 1**

**II. PRESENTATION – OVERVIEW OF TRI-CITY MENTAL HEALTH AUTHORITY'S MOBILE CRISIS CARE UNIT (MCCU) AND CO-OCCURRING SUPPORT TEAM (COST)**

Clinical Program Manager Markie Sterner provided an overview of the MCCU and COST objectives and recent activities. She stated MCCU focused on delivering crisis care services to clients and community members, which included de-escalation strategies and consultation with community partners. Additional objectives encompassed linkage to services, stabilization, outreach, and assistance in connecting individuals to higher levels of care. She said the team worked collaboratively with internal staff, local police departments, school districts, and other community partners to ensure comprehensive support.

Clinical Program Manager Sterner presented a current staffing overview, noting open positions and recent progress in recruitment. She reported a new clinical therapist had started the previous day, and interviews were underway with pending offer letters and background checks in process.

Clinical Program Manager Sterner highlighted key collaborations with partners such as Pomona Unified School District (PUSD), Claremont Unified School District (CUSD), Bonita Unified School District (BUSD), the School of Arts and Enterprise, Claremont and La Verne Police Departments, Pomona Valley Hospital (PVH), Pomona Police Department, and various community members. Support provided to these partners continued to increase.

Clinical Program Manager Sterner presented program data for April through June 2025 reflected 75 calls, 73 of which resulted in dispatch and services. These calls involved 56 unique individuals. Response times were strong, with 74 calls addressed in less than one hour and only one call requiring between one and two hours. Services frequently included de-escalation and conflict resolution. Demographic data showed that 46% of individuals served were ages 25–44, while 27% were ages 45–64.

Clinical Program Manager Sterner then shared a success story involving a local high school student experiencing active suicidal ideation. She shared the team collaborated with the student, school staff, and parents, providing education on suicide prevention. The intervention resulted in voluntary hospitalization, emphasizing voice and choice for better long-term outcomes. Follow-up efforts were discussed, with Clinical Program Manager Sterner noting that adjustments are made based on individual needs.

Vice-Chair Ryback asked about response time goals, and Clinical Program Manager Sterner confirmed that the target was one hour. Chief Clinical Officer Renteria added that calls are answered immediately, and once an in-person response is deemed necessary, staff arrive within the hour. Vice-Chair Ryback inquired about partnerships with Casa Colina, Chief Clinical Officer Renteria offered to provide a contact person.

Commissioner Cernal inquired about training for police departments and schools on when to call the team. Clinical Program Manager Sterner explained that regular meetings and briefings were held with La Verne and Claremont PD, along with ongoing consultations.

Clinical Program Manager Sterner also provided an update on the Co-Occurring Support Team (COST), which offers substance use disorder (SUD) support. She stated the team's objectives include assisting active clients, supported by three counselors. She shared a success story involving a client in their late 20s with severe alcohol abuse and related medical concerns.

Through persistent engagement, the client entered a rehabilitation program and had maintained sobriety for 30 days.

Looking ahead, Clinical Program Manager Sterner reported that COST was awaiting approval to transition to Drug Medi-Cal services. Paperwork had been submitted, and once approved, the team would expand its capacity to provide in-house treatment rather than outsourcing services. Chief Clinical Officer Renteria explained that this shift would allow for more comprehensive care under BHSA transformation, creating a “one-stop shop” for SUD treatment. She stated four applications had been submitted, with three returned for feedback and although the process was lengthy, the team expressed excitement about future growth.

### **III. EXECUTIVE DIRECTOR MONTHLY REPORT**

Executive Director Placide reported that overall planning for the transition from MHSA to BHSA was in progress. He stated the team had been working on an integrated plan, which was expected to be a large and comprehensive document requiring full collaboration. Executive Director Placide noted that the process would involve multiple revisions and that additional information would be presented as it became available.

Executive Director Placide continued by emphasizing the importance of collaboration with the Department of Mental Health (DMH) to ensure alignment. He noted that while both agencies had different plans, efforts were underway to make sure they worked together effectively.

Executive Director Placide also provided an update on housing initiatives stating at the Pomona City Council meeting on November 3rd, the tiny homes project had been approved. TCMHA was awaiting confirmation from St. Ambrose regarding the construction of 59 units, of which 16 would be allocated to the program, serving an additional 29 units.

As a result of the BHSA transformation, Executive Director Placide stated work had begun on infrastructure development, including hiring staff and establishing appropriate administrative processes. Preliminary data on CLIA tax revenue indicated approximately \$2 billion more than Los Angeles County. He stated since BHSA funding comes from millionaire tax revenue, projections had initially suggested a decline; however, recent increases raised hopes that allocations might be higher than expected. Executive Director Placide stated that the team remained vigilant and focused on preparations for the coming year.

Vice-Chair Ryback asked for an explanation of Proposition 36. Executive Director Placide explained that the measure was intended to help individuals in need of drug treatment by diverting them from criminalization to care. However, this goal had not been fully realized due to a lack of services. Executive Director Placide noted that while stigma surrounding congregate and residential treatment had decreased over the years, significant work remained. He stated reports indicated that outcomes were not as anticipated, with more individuals being arrested rather than receiving treatment.

### **COMMISSION ITEMS AND REPORTS**

Vice-Chair Ryback provided an update regarding MCCU outreach efforts, stating flyers have been distributed to PVH’s Social Services Department and Emergency Department Care teams to ensure broader awareness and engagement. Chief Clinical Officer Renteria expressed

appreciation for the ongoing collaboration and confirmed that progress on current initiatives is proceeding well.

Chair Henderson inquired about the status of the work group assigned to the data notebook project, seeking confirmation that work is moving forward as planned. Commissioner Wilkerson reported that the data notebook had been submitted and noted that a PowerPoint presentation was currently being prepared for the upcoming December joint meeting.

### **PUBLIC COMMENT**

Chair Henderson opened the meeting to Public Comment, there were no comments.

### **ADJOURNMENT**

At 4:00 p.m., on consensus of the Mental Health Commission its meeting of November 11, 2025, was adjourned. The next Regular Joint Meeting of the Governing Board and Mental Health Commission will be held on Wednesday, December 18, 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



## MINUTES

### **REGULAR MEETING OF THE GOVERNING BOARD NOVEMBER 19, 2025 – 5:00 P.M.**

The Governing Board Regular Meeting was held on Wednesday, November 19, 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  
Wendy Lau, City of La Verne, Vice-Chair  
Jed Leano, City of Claremont, Chair  
Beverly Johnson, City of Pomona, Alternate Board Member

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

#### STAFF:

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

#### **PUBLIC COMMENT**

There was no public comment.

#### **CLOSED SESSION**

The Governing Board recessed 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; and Under Negotiation: Price and terms of payment, and 2) Conference With Legal Counsel – Anticipated Litigation; significant exposure to litigation pursuant to Government Code § 54956.9(d)(2). One case.

**AGENDA ITEM NO. 2**

## **RECONVENE TO OPEN SESSION**

At 5:31 p.m., the Governing Board reconvened to an Open Session.

## **CLOSED SESSION REPORT**

There was no reportable action

## **CONSENT CALENDAR**

At 5:33 p.m., Alternate Board Member Johnson left the meeting.

Board Member Lantz referred to Item No. 9 regarding the screening policy and inquired if a metal detector will be used. Chief Financial Officer Acosta confirmed that approval for the purchase of a metal detector had previously been received. Executive Director Placide noted that the material purpose of the policy involved implementing bag searches.

Board Member Lantz referred to agenda Item No. 10, and inquired about the difference between current services and whether services were being increased. Chief Clinical Officer Renteria explained that there was no change in services; however, there was no MOU in place and that one is now being established, and that the hope was to receive more referrals, but the services currently provided would remain the same. General Counsel Flower added that this action formalizes the existing arrangement.

Vice-Chair Lau pointed out that the scope was not expanding, but the quality was improving.

Board Member Lantz referred to Agenda Items No. 11 through No. 13, regarding the MOUs with the three cities' Police departments for Mobile Crisis Care, and inquired if the three MOUs were the same. Chief Clinical Officer Renteria confirmed they were; and General Counsel Flower stated that there were slight variations in service hours but material services were the same for all three police departments.

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

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

### **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 (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**

There was no Governing Board comment.

**ADJOURNMENT**

At 5:37 p.m., on consensus of the Governing Board its Regular Meeting of November 19, 2025, was adjourned. The next Regular Joint Meeting of the Governing Board and Mental Health Commission will be held on Wednesday, December 17, 2025, at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.



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

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

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**I. EXECUTIVE SUMMARY**

Update on the MHSA to BHSR Reversion Planning

Two approved projects are in progress. The St Ambrose Housing Development through C.O.R.E plan was approved by the State on Dec 10, 2025. TCMHA will be collaborating on all required processes and documents. The Tiny Homes Project with City of Pomona was approved by the City Council at the November Meeting and in the process of document development.

Update on the Purchase of 431 Baseline Road, Claremont, CA – Admin Building

As of the date of this report, the purchase of the property located at 431 W. Baseline Road, Claremont, CA (“Property”) Tri-City Mental Health Authority (“Tri-City” or “TCMHA”) pursuant to the Purchase and Sale Agreement (“Agreement”) that the TCMHA Governing Board (“Board”) approved on October 15, 2024, remains on track to close on January 15, 2026. Since escrow opened on October 16, Executive Director Ontson Placide and CFO Diana Acosta continue to conduct their due diligence, and staff has preliminarily determined that the seller has satisfied all its conditions to closing.

Ongoing Agency Planning

The MHSA to BHSR 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:**

Staffing – Month Ending November 2025

- Total Staff is 220 full-time and 12 part-time (total 232 staff), 40 full-time vacancies 4 part-time vacancies for a total of 268 full-time equivalent positions.
- There were 2 new hires in November 2025.
- There were 0 separations in November 2025.

Workforce Demographics in November 2025

- American Indian or Alaska Native = 0.43%
- Asian = 6.96%
- Black or African American = 7.83%
- Hispanic or Latino = 63.48%
- Native Hawaiian or Other Pacific Islander = 0.43%
- Other = 2.61%
- Two or more races = 2.17%
- White or Caucasian = 16.09%

New Posted Positions in November 2025: (8)

- Peer Support Specialist I/II – Mobile Crisis (3 FTEs)
- Clinical Therapist II – Mobile Crisis (1 FTE)
- Clinical Therapist II – School Partnership (1 FTE)
- Human Resources Assistant (1 FTE)
- Human Resources Analyst (2 FTEs)

Upcoming RFPs: Leadership Development and HRIS Implementation

As part of our strategic initiatives approved in the FY25-26 budget, we are preparing to release two Requests for Proposals (RFPs) in early 2026. The first RFP will support the selection and implementation of a modern Human Resources Information System (HRIS) to improve data accuracy, streamline HR processes, and enhance employee experience. This will be the first full-scale HRIS in Tri-City's history. The second RFP will seek a partner to design and deliver a comprehensive leadership development program aligned without organizational values, with a focus on inclusive management practices, succession readiness, and employee engagement. Both projects reflect our ongoing investment in a resilient, people-centered infrastructure and will or have included stakeholder engagement to ensure selected solutions meet the diverse needs of our workforce.

### 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. Unified Communications - Planning and comparative testing for most appropriate application continues. Anticipated final selection is January 2026.
3. 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. Anticipated final selection is January 2026.

### III. NATIONAL & STATEWIDE UPDATES IN BEHAVIORAL HEALTH

#### KFF Tracks Key Mental Health and Substance Use Policy Actions Under the Trump

**Administration-** A new KFF tracker lists and briefly describes key federal policy actions during President Trump’s second term that concern issues related to mental health and substance use. The second Trump administration has emphasized law-and-order strategies and scaled back several mental health and substance use-related services, while also continuing some treatment-focused initiatives. [Kaiser Family Foundation](#)

**Many Young Americans Still Smoking Tobacco and Cannabis, Study Shows-** Many young Americans are still smoking nicotine, tobacco or cannabis, even as edibles and vapes continue to grow in popularity. A University of Michigan study looked at how 12- to 34-year-olds are using these substances today. Researchers examined data from 8,722 individuals who had used at least one of these products within the last 30 days. On average, users tried about two products during that time, and researchers identified six main patterns of use: [HealthDay News](#)

**Editorial: Los Angeles County jails remain in crisis-** Few things could be worse than ending up in jail; few jobs tougher than guarding the incarcerated. They’re troubled, they’re in trouble, and many are mentally ill and/or addicted to drugs and alcohol, coming down. As UCLA scholar Terence Keel told our investigative reporters Jason Henry, Tony Saavedra and Joe Nelson for their series “Death behind bars: Who’s dying in Southern California county jails — and why,” “There are very few other institutions that can mimic the stress and danger of a jail ... The truth is that jails are violent, dangerous places, and they’ve always been.” [Los Angeles Daily News](#)

**Education Department announces \$208M in mental health grants after previous cancellations-** The Education Department announced Thursday it is handing out \$208 million in grants to the Mental Health Service Professional Demonstration and School-Based Mental Health programs. The announcement comes after the





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

**DATE:** December 17, 2025

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

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

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

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**I. EXECUTIVE SUMMARY**

Unaudited Financial Statements For The Four Months Ended October 31, 2025 (2026 Fiscal Year-To-Date)

The financials presented herein are the PRELIMINARY and unaudited financial statements for the four months ended October 31, 2025. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$7.3 million. MHSA operations accounted for approximately \$8.0 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 \$6.1 million in MHSA funding has been received of which \$1.1 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 \$14.0 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 \$709 thousand is from Clinic outpatient operations, which is the result of operations for the four months ended October 31, 2025 which includes one-time payments made at the beginning of the year.

The total cash balance at October 31, 2025 was approximately \$66.5 million, which represents a decrease of approximately \$3.1 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 \$1.1 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately \$2.0 million, after excluding intercompany receipts or costs resulting from clinic operations. Total increase in MHSA cash reflects the receipt of approximately \$6.1 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$990 thousand in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the four months ended October 31, 2025. An additional \$890 thousand has been received through December 11, 2025.

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

We continue to closely monitor 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 December 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 4-A: October 31, 2025 Unaudited Monthly Financial Statements*

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

	AT OCTOBER 31, 2025			AT JUNE 30, 2025		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
<b>Current Assets</b>						
Cash	\$ 16,511,510	\$ 50,022,855	\$ 66,534,365	\$ 17,961,366	\$ 51,687,939	\$ 69,649,305
Accounts receivable, net of reserve for uncollectible accounts \$850,547 at October 31, 2025 and \$527,386 at June 30, 2025	4,853,508	6,155,509	11,009,018	5,537,192	4,375,601	9,912,793
	<u>21,365,018</u>	<u>56,178,365</u>	<u>77,543,383</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	(2,988,137)	(5,345,305)	(8,333,442)	(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	(133,691)	-	(133,691)	-	-	-
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>3,738,173</u>	<u>4,822,701</u>	<u>8,560,873</u>	<u>1,691,716</u>	<u>4,973,014</u>	<u>6,664,730</u>
<b>Other Assets</b>						
Deposits and prepaid assets	653,543	164,745	818,288	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>4,391,715</u>	<u>7,787,446</u>	<u>12,179,161</u>	<u>1,815,817</u>	<u>7,835,759</u>	<u>9,651,576</u>
<b>Total Assests</b>	<u>25,756,734</u>	<u>63,965,810</u>	<u>89,722,544</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>\$ 31,111,848</u>	<u>\$ 63,965,810</u>	<u>\$ 95,077,658</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	554,065	51,028	605,093	624,755	552,315	1,177,070
Accrued payroll liabilities	110,346	311,129	421,475	117,583	350,534	468,118
Accrued vacation and sick leave	647,124	1,363,366	2,010,490	636,548	1,292,202	1,928,750
Deferred revenue	325,831	-	325,831	852,457	-	852,457
Reserve for Medi-Cal settlements	4,348,548	4,220,110	8,568,658	4,324,954	4,161,537	8,486,491
Current portion of lease liability	267,383	-	267,383	-	-	-
Current portion of SBITA liability	272,492	-	272,492	272,492	-	272,492
Total Current Liabilities	<u>6,525,789</u>	<u>5,945,632</u>	<u>12,471,422</u>	<u>6,828,789</u>	<u>6,356,588</u>	<u>13,185,378</u>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	<u>(404,571)</u>	<u>404,571</u>	<u>-</u>	<u>(65,052)</u>	<u>65,052</u>	<u>-</u>
<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	-	11,373,559	11,373,559	-	6,358,247	6,358,247
Total Long-Term Liabilities	<u>11,801,819</u>	<u>11,373,559</u>	<u>23,175,378</u>	<u>10,007,534</u>	<u>6,358,247</u>	<u>16,365,781</u>
<b>Total Liabilities</b>	<u>17,923,038</u>	<u>17,723,762</u>	<u>35,646,800</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	1,275,090	4,822,701	6,097,791	1,290,301	4,973,014	6,263,315
Restricted for MHSA programs	-	41,419,348	41,419,348	-	33,226,218	33,226,218
Unrestricted	11,847,676	-	11,847,675	12,541,872	-	12,541,872
Total Net Position	<u>13,122,766</u>	<u>46,242,048</u>	<u>59,364,814</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>\$ 31,111,848</u>	<u>\$ 63,965,810</u>	<u>\$ 95,077,658</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**  
**FOUR MONTHS ENDED OCTOBER 31, 2025 AND 2024**

	PERIOD ENDED 10/31/25			PERIOD ENDED 10/31/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 1,492,477	\$ 2,104,464	\$ 3,596,941	\$ 1,527,654	\$ 2,120,601	\$ 3,648,255
Medi-Cal FFP FYE Prior Year	-	-	-	241,817	200,939	442,755
Medi-Cal SGF-EPSDT	222,695	658,503	881,198	348,648	512,781	861,429
Medi-Cal SGF-EPSDT Prior Year	-	-	-	59,226	52,058	111,284
Medicare	5,185	3,345	8,530	2,875	1,694	4,569
Contracts	-	11,163	11,163	-	10,836	10,836
Rent income - TCMH & MHSA Housing	4,312	23,025	27,337	4,312	27,653	31,966
Other income	306	322	628	262	295	557
<b>Net Operating Revenues</b>	<b>1,724,975</b>	<b>2,800,822</b>	<b>4,525,797</b>	<b>2,184,793</b>	<b>2,926,858</b>	<b>5,111,651</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	3,470,203	7,420,852	10,891,054	2,808,789	6,518,280	9,327,069
Facility and equipment operating cost	223,859	880,592	1,104,451	204,021	569,028	773,049
Client lodging, transportation, and supply expense	6,224	56,618	62,843	4,544	426,244	430,788
Depreciation & amortization	106,505	223,575	330,081	99,528	202,147	301,675
Other operating expenses	326,576	877,380	1,203,956	325,095	884,395	1,209,490
<b>Total Operating Expenses</b>	<b>4,133,367</b>	<b>9,459,017</b>	<b>13,592,384</b>	<b>3,441,978</b>	<b>8,600,094</b>	<b>12,042,072</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(2,408,392)</b>	<b>(6,658,195)</b>	<b>(9,066,587)</b>	<b>(1,257,185)</b>	<b>(5,673,236)</b>	<b>(6,930,421)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	1,218,450	-	1,218,450	1,218,450	-	1,218,450
MHSA funds	-	13,968,998	13,968,998	-	16,110,576	16,110,576
Grants and Contracts	268,214	-	268,214	150,088	-	150,088
Interest Income net with FMV	212,320	732,013	944,333	177,860	835,150	1,013,009
Total Non-Operating Revenues (Expense)	1,698,984	14,701,011	16,399,995	1,546,397	16,945,726	18,492,123
<b>INCOME (LOSS)</b>	<b>(709,408)</b>	<b>8,042,816</b>	<b>7,333,409</b>	<b>289,212</b>	<b>11,272,489</b>	<b>11,561,702</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(709,408)</b>	<b>8,042,816</b>	<b>7,333,409</b>	<b>289,212</b>	<b>11,272,489</b>	<b>11,561,702</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>\$ 13,122,766</b>	<b>\$ 46,242,048</b>	<b>\$ 59,364,814</b>	<b>\$ 10,309,511</b>	<b>\$ 43,611,671</b>	<b>\$ 53,921,182</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  
FOUR MONTHS ENDED OCTOBER 31, 2025 AND 2024**

	PERIOD ENDED 10/31/25			PERIOD ENDED 10/31/24		
	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	\$ 294,497	\$ 749,476	\$ 1,043,973	\$ 3,931,475	\$ 4,372,643	\$ 8,304,117
Cash payments to suppliers and contractors	(1,217,220)	(2,491,139)	(3,708,358)	(1,151,702)	(2,335,854)	(3,487,557)
Payments to employees	(3,466,864)	(7,389,093)	(10,855,957)	(2,825,230)	(6,554,326)	(9,379,555)
	<u>(4,389,587)</u>	<u>(9,130,755)</u>	<u>(13,520,343)</u>	<u>(45,457)</u>	<u>(4,517,537)</u>	<u>(4,562,995)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	6,064,130	6,064,130	-	10,619,632	10,619,632
CalHFA-State Administered Projects	-	-	-	-	532	532
Realignment	2,896,826	-	2,896,826	1,218,450	-	1,218,450
Grants and Contracts	124,765	-	124,765	773,279	-	773,279
	<u>3,021,591</u>	<u>6,064,130</u>	<u>9,085,721</u>	<u>1,991,729</u>	<u>10,620,164</u>	<u>12,611,893</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(30,865)	-	(30,865)	(21,755)	(165,799)	(187,554)
Intercompany-MHSA & TCMH	(339,519)	339,519	-	(625,173)	625,173	-
	<u>(370,384)</u>	<u>339,519</u>	<u>(30,865)</u>	<u>(646,929)</u>	<u>459,374</u>	<u>(187,554)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	277,136	1,024,822	1,301,958	173,459	854,764	1,028,222
	<u>277,136</u>	<u>1,024,822</u>	<u>1,301,958</u>	<u>173,459</u>	<u>854,764</u>	<u>1,028,222</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	(1,461,244)	(1,702,284)	(3,163,528)	1,472,802	7,416,764	8,889,566
<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>\$ 16,500,122</u>	<u>\$ 49,985,654</u>	<u>\$ 66,485,776</u>	<u>\$ 12,534,732</u>	<u>\$ 44,162,449</u>	<u>\$ 56,697,180</u>
<b>Cash from the Balance Sheet</b>	<u>16,511,510</u>	<u>50,022,855</u>	<u>66,534,365</u>	<u>12,573,938</u>	<u>44,375,316</u>	<u>56,949,253</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**  
**FOUR MONTHS ENDING OCTOBER 31, 2025**  
**(UNAUDITED)**

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 1,627,565	\$ 2,963,280	\$ (1,335,714)	\$ 2,294,945	\$ 3,499,333	\$ (1,204,388)	\$ 3,922,510	\$ 6,462,612	\$ (2,540,103)
Medi-Cal SGF-EPSDT	242,852	302,225	(59,373)	718,106	758,129	(40,024)	960,958	1,060,354	(99,396)
Medicare	5,185	3,167	2,018	3,345	1,667	1,678	8,530	4,833	3,697
Contracts	-	-	-	11,163	-	11,163	11,163	-	11,163
Rent income - TCMH & MHSA Housing	4,312	4,512	(200)	23,025	30,873	(7,848)	27,337	35,385	(8,048)
Other income	306	-	306	322	-	322	628	-	628
Provision for contractual disallowances	(155,245)	(265,442)	110,198	(250,083)	(425,746)	175,663	(405,328)	(691,189)	285,861
<b>Net Operating Revenues</b>	<b>1,724,975</b>	<b>3,007,741</b>	<b>(1,282,765)</b>	<b>2,800,822</b>	<b>3,864,256</b>	<b>(1,063,434)</b>	<b>4,525,797</b>	<b>6,871,996</b>	<b>(2,346,199)</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	3,470,203	3,910,718	(440,515)	7,420,852	8,701,544	(1,280,693)	10,891,054	12,612,262	(1,721,208)
Facility and equipment operating cost	223,859	201,111	22,748	880,592	565,302	315,290	1,104,451	766,413	338,037
Client program costs	6,224	17,779	(11,554)	56,618	204,492	(147,874)	62,843	222,271	(159,428)
Grants	59,238	439,421	(380,183)	78,247	44,550	33,697	137,485	483,971	(346,486)
MHSA training/learning costs	-	-	-	51,698	32,324	19,374	51,698	32,324	19,374
Depreciation & amortization	106,505	60,473	46,032	223,575	203,102	20,473	330,081	263,575	66,506
Other operating expenses	267,337	237,796	29,542	747,436	794,791	(47,355)	1,014,773	1,032,586	(17,813)
<b>Total Operating Expenses</b>	<b>4,133,367</b>	<b>4,867,298</b>	<b>(733,931)</b>	<b>9,459,017</b>	<b>10,546,104</b>	<b>(1,087,087)</b>	<b>13,592,384</b>	<b>15,413,402</b>	<b>(1,821,018)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(2,408,392)</b>	<b>(1,859,557)</b>	<b>(548,834)</b>	<b>(6,658,195)</b>	<b>(6,681,849)</b>	<b>23,654</b>	<b>(9,066,587)</b>	<b>(8,541,406)</b>	<b>(525,181)</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	1,218,450	1,218,450	-	-	-	-	1,218,450	1,218,450	-
MHSA Funding	-	-	-	13,968,998	14,854,572	(885,574)	13,968,998	14,854,572	(885,574)
Grants and contracts	268,214	869,735	(601,521)	-	-	-	268,214	869,735	(601,521)
Interest (expense) income, net	212,320	158,060	54,260	732,013	740,540	(8,527)	944,333	898,600	45,733
<b>Total Non-Operating Revenues (Expense)</b>	<b>1,698,984</b>	<b>2,246,245</b>	<b>(547,261)</b>	<b>14,701,011</b>	<b>15,595,112</b>	<b>(894,101)</b>	<b>16,399,995</b>	<b>17,841,357</b>	<b>(1,441,362)</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ (709,408)</b>	<b>\$ 386,688</b>	<b>\$ (1,096,096)</b>	<b>\$ 8,042,816</b>	<b>\$ 8,913,263</b>	<b>\$ (870,447)</b>	<b>\$ 7,333,409</b>	<b>\$ 9,299,951</b>	<b>\$ (1,966,543)</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  
FOUR MONTHS ENDING OCTOBER 31, 2025**

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

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

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

**Net Operating Revenues**

***Net operating revenues are lower than the budget by \$2.3 million for the following reasons:***

- 1 Medi-Cal FFP revenues for FY 2025-26** were approximately \$2.5 million lower than the budget. Medi-Cal FFP revenues were \$1.3 million lower for TCMH and approximately \$1.2 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$924 thousand and the children program revenues were lower by \$412 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$896 thousand and the Children and TAY FSP programs were lower by \$309 thousand.
- 2 Medi-Cal SGF-EPSDT revenues for fiscal year 2025-26** were lower than budget by \$99 thousand of which \$59 thousand lower were from TCMH and \$40 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 approximately \$4 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 \$11 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 \$286 thousand due to lower revenues.

**Operating Expenses**

***Operating expenses were lower than budget by \$1.8 million for the following reasons:***

- 1 Salaries and benefits** are \$1.7 million lower than the budget and of that amount, salaries and benefits are \$440 thousand lower for TCMH operations and are approximately \$1.3 million lower for MHSA operations. These variances are due to the following:  
  
TCMH salaries are lower than the budget by \$303 thousand due to vacant positions. Benefits are also lower by \$137 thousand.  
  
MHSA salaries are lower than budget by \$1.1 million. The direct program salary costs are lower by \$502 thousand due to vacant positions and the administrative salary costs are lower than the budget by \$570 thousand. Benefits are lower than the budget by \$209 thousand due to lower health insurance of \$217 thousand, state unemployment insurance of \$59 thousand and medicare tax of \$19 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 \$338 thousand of which \$23 thousand higher was from TCMH and \$315 thousand higher was from MHSA. Overall, furniture costs were higher than the budget by \$6 thousand, building and facility costs were higher by \$10 thousand, equipment costs were higher by \$322 thousand due to the Lap top Refresh Project which replaced new laptops for all staff and at the same time, updated agency's email address to Tricitymhsa.ca.gov.
- 3 Client program costs** are lower than the budget by approximately \$159 thousand.
- 4 Grants for fiscal year 2025-26** are \$346 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 \$19 thousand higher than the budget.
- 6 Depreciation and amortization** are approximately \$67 thousand higher than the budget.
- 7 Other operating expenses** were lower than the budget by \$18 thousand of which \$29 thousand higher were from TCMH and \$47 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  
FOUR MONTHS ENDING OCTOBER 31, 2025**

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

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

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

**Non-Operating Revenues (Expenses)**

*Non-operating revenues, net, are lower than budget by approximately \$1.4 million as follows:*

**1 TCMH non-operating revenues** are \$547 thousand lower than the budget. Of that, realignment fund was in line with the budget, grants and contracts were lower by \$601 thousand, and interest income net with interest expense were higher by \$54 thousand.

**2 MHSA non-operating revenue** is lower than the budget by \$886 thousand.

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>	2,523,347	3,408,921	(885,574)
<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>\$ 13,968,998</u>	<u>\$ 14,854,572</u>	<u>\$ (885,574)</u>

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

**PEI recorded revenue** is lower than budget by approximately \$886 thousand. The difference is due to the amount received and available for the PEI plan through October 2025. The additional funds received during the fiscal year 2025-26 will be recorded as revenue up to the budgeted amount.

**Interest income net with interest expense for MHSA** were lower than budget by approximately \$8 thousand.

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

	PERIOD ENDED 10/31/25			PERIOD ENDED 10/31/24		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 1,492,477	\$ 2,104,464	\$ 3,596,941	\$ 1,527,654	\$ 2,120,601	\$ 3,648,255
Medi-Cal FFP FYE Prior Year	-	-	-	241,817	200,939	442,755
Medi-Cal SGF-EPSDT	222,695	658,503	881,198	348,648	512,781	861,429
Medi-Cal SGF-EPSDT Prior Year	-	-	-	59,226	52,058	111,284
Medicare	5,185	3,345	8,530	2,875	1,694	4,569
Realignment	1,218,450	-	1,218,450	1,218,450	-	1,218,450
MHSA funds	-	13,968,998	13,968,998	-	16,110,576	16,110,576
Grants and contracts	268,214	11,163	279,377	150,088	10,836	160,923
Rent income - TCMH & MHSA Housing	4,312	23,025	27,337	4,312	27,653	31,966
Other income	306	322	628	262	295	557
Interest Income	212,320	732,013	944,333	177,860	835,150	1,013,009
<b>Total Revenues</b>	<b>3,423,959</b>	<b>17,501,833</b>	<b>20,925,793</b>	<b>3,731,190</b>	<b>19,872,583</b>	<b>23,603,774</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	3,470,203	7,420,852	10,891,054	2,808,789	6,518,280	9,327,069
Facility and equipment operating cost	223,859	880,592	1,104,451	204,021	569,028	773,049
Client lodging, transportation, and supply expense	6,224	56,618	62,843	4,544	426,244	430,788
Depreciation & amortization	106,505	223,575	330,081	99,528	202,147	301,675
Other operating expenses	326,576	877,380	1,203,956	325,095	884,395	1,209,490
<b>Total Expenses</b>	<b>4,133,367</b>	<b>9,459,017</b>	<b>13,592,384</b>	<b>3,441,978</b>	<b>8,600,094</b>	<b>12,042,072</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(709,408)</b>	<b>8,042,816</b>	<b>7,333,409</b>	<b>289,212</b>	<b>11,272,489</b>	<b>11,561,702</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>13,832,173</b>	<b>38,199,232</b>	<b>52,031,405</b>	<b>10,020,298</b>	<b>32,339,182</b>	<b>42,359,480</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 13,122,766</b>	<b>\$ 46,242,048</b>	<b>\$ 59,364,814</b>	<b>\$ 10,309,511</b>	<b>\$ 43,611,671</b>	<b>\$ 53,921,182</b>

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

**Definitions:**

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

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

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

**DATE:** December 17, 2025

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

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

**SUBJECT:** Monthly Report of Clinical, Housing and Support Systems Department

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**I. EXECUTIVE SUMMARY**

The report presents an overview of key activities, achievements, and noteworthy developments within the Clinical Department during the reporting period. Highlights include ongoing initiatives to enhance clinic safety, the development of vital community resources, and the implementation of supervisor training focused on essential client care and documentation standards

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

As part of our ongoing commitment to improving staff and client safety, Tri-City Mental Health Authority will begin implementing metal detection protocols in December. The Facilities and Safety Committee is actively coordinating the practical logistics of this rollout, including equipment installation, workflow adjustments, and coordination with security personnel to ensure a smooth and respectful transition for all clients, staff, and visitors.

The Support Systems Team, Centralized Scheduling Teams and clinical staff are proactively preparing clients and community members for these changes. This includes providing clear, consistent messaging about the purpose and procedures of metal detection, distributing informational flyers and signage, and offering educational sessions to help clients and families understand what to expect. Staff are encouraged to address any concerns with empathy and transparency, reinforcing that these measures are designed to protect the wellbeing of everyone onsite.

Clients will be notified of the new policy during intake and orientation, and all visitors will be greeted respectfully and informed about the screening process upon arrival. Security and reception staff are trained to explain the rationale behind these procedures and to ensure that all interactions are conducted in a manner that is both safe and welcoming. These collaborative efforts reflect Tri-City's dedication to fostering a culture of safety, transparency, and respect for all who enter our facilities

### III. ADMINISTRATIVE UPDATES

#### Supervisor Skill Development Activity on Staff Accountability, Client Care Hours, Data Integrity, and Preventing Fraud, Waste, and Abuse

On December 9, 2025, a comprehensive supervisor training was conducted to reinforce accountability standards related to client care hours, data integrity, and the prevention of fraud, waste, and abuse. The session was designed to equip supervisors with practical tools and strategies for monitoring and supporting staff performance in alignment with agency compliance requirements.

Key components of the training included:

- **Interactive Case Scenarios:** Supervisors engaged in hands-on activities simulating common challenges, such as identifying discrepancies in billing, addressing insufficient client care hours, and responding to irregularities in documentation. These exercises fostered critical thinking and collaborative problem-solving.
- **Best Practices for Oversight:** The training emphasized the supervisor's role in regularly reviewing staff schedules, clinical notes, and billing records to ensure accuracy and compliance. Supervisors were reminded to verify that all billed hours reflect actual services provided, and to escalate any irregularities promptly to management.
- **Coaching and Progressive Discipline:** Guidance was provided on coaching staff who fall below required care hour thresholds or exhibit documentation issues. Supervisors learned how to document interventions and, if necessary, initiate progressive discipline in accordance with established procedures.
- **Promoting Data Integrity:** The session covered techniques for maintaining accurate records, preventing billing overlaps, and ensuring that time submitted aligns with documented services. Supervisors were encouraged to reinforce these standards during individual and group supervision.
- **Fraud, Waste, and Abuse Prevention:** Supervisors received up-to-date information on recognizing and mitigating risks related to fraud, waste, and abuse. The importance of ongoing staff training and routine compliance reviews was highlighted, along with the need to foster a culture of ethical practice.
- **Supporting Staff Success:** The training concluded with a discussion on strategies to help staff achieve their goals, including regular feedback, targeted professional development, and access to resources for improving time management and documentation skills.

- This training reflects the organization's commitment to upholding the highest standards of service, integrity and accountability, ensuring that all supervisors are well-prepared to lead their teams effectively and ethically.

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

Behavioral Health Student Services Act Program (BHSSA) continues to work closely with a diverse group of community partners—including local hospitals, school districts, mental health professionals, and family advocacy organizations—to develop a comprehensive hospital resource guide tailored for students and families navigating mental health crises. This collaborative effort has involved a series of stakeholder meetings, focus groups, and feedback sessions to ensure the guide addresses real-world needs and reflects the unique challenges faced by our community.

The Behavioral Health Student Services Act Program (BHSSA) collaborates with a diverse range of community partners—including local hospitals, school districts, mental health professionals, and family advocacy organizations—to develop a comprehensive hospital resource guide designed to assist students and families navigating mental health crises.

The resource guide will include:

- Clear step-by-step instructions for accessing emergency mental health services
- Contact information for local hospitals, crisis hotlines, and support organizations
- Guidance on what to expect during a hospital visit for a mental health crisis
- Tips for families on supporting students before, during, and after a crisis
- Information on follow-up care and community-based resources

Currently, the guide is in the final stages of community input. Feedback is being solicited from students, parents, educators, and healthcare providers to ensure the content is accessible, culturally responsive, and practical. Once this phase is complete, the finalized draft will be submitted to the executive team for thorough review and formal approval. This initiative underscores BHSSA's commitment to strengthening the safety net for youth and families, fostering cross-sector collaboration, and promoting timely access to high-quality mental health care.



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

**DATE:** December 17, 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**

A persistent shortage of psychiatrists contributes to the lack of access across the country. According to the Health Resources and Services Administration, while the supply of adult psychiatrists is expected to decrease 20% by 2030, the demand for their services is expected to increase by 3%, leaving a shortage of over 12,000 fully trained psychiatrists. This has highlighted the need for robust investments to address the nation's critical psychiatric workforce shortage.

One of the ways to alleviate this problem is adding Psychiatric Mental Health Nurse Practitioners (PMHNP), who are nurse practitioners with extra training in psychiatry, to the system of care, and we are pleased to announce that we will be welcoming our first PMHNP in January to add resiliency to our system of care in order to provide timely quality care to our community.

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

- In preparation to start our Drug Medi-Cal program (while its application is in process with regulating authorities), we reached out to the Opioid Response Network, to provide our teams, including our psychiatrists, with needed education and program support, which includes on demand training (virtual and in person) and online resources.
- The Opioid Response Network is formed by The Substance Abuse and Mental Health Services Administration's State Opioid Response/ Tribal Opioid Response – Technical Assistance program is led by the American Academy of Addiction Psychiatry in collaboration with a large national coalition to provide free training and education to address opioid, stimulant and all substance use disorders.

### **III. INTERAGENCY COLLABORATION**

Collaboration with the Best Practices Department on the billing accuracy and client service hours initiatives.



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

**DATE:** December 17, 2025

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

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

**SUBJECT:** December Staff Report for MHSA

---

**I. EXECUTIVE SUMMARY**

In December 2025, Tri-City Mental Health Authority advanced community wellness through school outreach, year-end celebrations, and new initiatives. Highlights included career presentations at San Dimas High School, a job fair, senior retreat, holiday basket giveaway, and the annual tree lighting. Tri-City launched a phased Psychiatric Advance Directives outreach strategy, released a \$1M facilities and technology proposal for public review, and delivered staff and community trainings on crisis response, resiliency, and compassion fatigue. Partnerships supported stigma reduction, LGBTQIA+ holiday programming, and art-based wellness workshops, while the Community Navigator program connected residents to holiday resources and successfully helped a student secure housing.

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

(WET) Workforce Education and Training Outreach & Engagement

Wet staff attended a wellness day at San Dimas High School. Presented on Careers in Mental Health to 4 periods. Students were very engaged and excited to learn about the various career opportunities.

Wellness Center Year-End Highlights

As 2025 draws to a close, the Wellness Center celebrates a year of programs that reinforced community connection, support, and celebration. Key Program Achievements:

- Employment Team — Successfully hosted another job fair, connecting community members with meaningful employment opportunities.
- Senior Programming — Held a senior retreat that provided social connection, enrichment activities, and moments of joy for older adults.
- Family Wellbeing — Conducted a holiday basket giveaway to ensure families in need felt supported during the season.

- Annual Tree Lighting Ceremony — The Center marked its decade-long tradition with the December tree lighting, a community gathering that continues to bring neighbors together and brighten the season.

#### (PADs) Psychiatric Advance Directives Outreach Strategy

##### Strategy Presentation:

- The Social Media Coordinator led an initial strategy session with the PADs marketing subcontractor.
- Goal: Align on a phased rollout of PADs outreach across three cities.
- Phase 1: Broad community education introducing the concept of PADs.
- Phase 2: Formal introduction of the PADs project and opportunities for engagement.

##### University & College Outreach:

- Emails sent to higher education institutions to initiate PADs discussions.
- Exploring opportunities to present on the project and its offerings.
- Focus on students 18+, a group significantly impacted by mental health challenges.
- Aim: Increase awareness and encourage students to create their own PADs.

#### Capital Facilities and Technological Needs Project Proposal

##### **Draft CFTN Project Proposal — Public Review and Approval Timeline:**

A draft project proposal was posted for a 30-day public review and comment period from November 17, 2025, through December 16, 2025. Following the closing of the comment period, the proposal will be presented at a joint meeting of the TCMA Governing Board and Mental Health Commission on December 17, 2025. The proposal requests approval to expend Capital Facilities and Technological Needs (CFTN) funds in an amount not to exceed \$1,000,000 for office space expansion, tenant improvements, and information technology infrastructure.

### **III. ADMINISTRATIVE UPDATES**

#### Training

##### Workforce Education & Training (WET):

Tri-City staff participated in three SCRP-provided courses this month:

- Suicide Assessment, Intervention, and Prevention
- Managing Changing Times
- Care Planning

These trainings strengthened staff skills in crisis response, adaptability, and individualized care planning.

Community Behavioral Health Trainings:

In November, staff delivered several impactful presentations:

- Stress Management and Adverse Childhood Experiences (ACEs) to the Tri-City Community.
- Community Resiliency Model (CRM) to Bonita Unified School District (BUSD) high school students.
- How to Support Diverse Communities for Tri-City service learners in the Peer Mentor Program.

December Trainings:

- Compassion Fatigue training to the Tri-City Community.
- Motivational Interviewing (MI) workshop to enhance communication and support strategies.

Staff will continue outreach and engagement with community partners to meet training and presentation requests.

Peer Mentor Program:

In November, mentors received training in:

- HIPAA
- Ethics and Privacy
- Working with Diverse Populations

These sessions ensure mentors are well-prepared to support peers with professionalism, cultural awareness, and confidentiality.

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

The RAINBOW Collaborative in partnership with Pomona Valley PRIDE hosted “Together Strong: With Love & Pride”. A community roundtable and conversation dedicated to navigating the holiday season with care. This inclusive discussion brings together professionals, allies, and LGBTQIA+ community members to explore how to support one another through the holiday season—through building affirming traditions, setting healthy boundaries, and uplifting chosen families.

#### Stigma Reduction

Collaborative Efforts:

- Facilitated meetings with community partners to strengthen collaboration and plan upcoming stigma reduction presentations and art workshops.
- Continued building partnerships to expand outreach and mental health awareness initiatives.

School & Community Engagement:

- Claremont High School
  - Delivered stigma reduction presentations to two class periods.
  - Collaborated with a student teacher to promote the *Directing Change* annual film contest.
- San Dimas High School Wellness & Career Day
  - Hosted four Creative Minds Art Workshops.
  - Workshops combined guided painting activities with proactive discussions on mental health.
- Scripps College – Be Well Thursday Event
- Staff tabled and provided mental health resources to students.
- Promoted awareness and encouraged open conversations around wellness.

Community Navigator Program

Holiday Resource Identification:

The Community Navigator team is actively working to identify and verify Christmas and holiday resources available within the community. The goal is to create a comprehensive resource list that will include locations offering:

- Toys for children and families
- Food baskets and pantry support
- Hot meals for individuals and families

This list will cover the cities of Pomona, Claremont, and La Verne, ensuring that residents across the region have access to holiday support during the season.

Community Navigator Success Story:

An inspiring example of the program's impact comes from Claremont: A college student with disabilities, who was unsheltered, reached out for help. The student had income and was seeking affordable housing. The Housing Department maintains an updated housing list, which the Community Navigator team regularly uses as a resource. By leveraging this list, the assisting Community Navigator was able to connect the student with a suitable rental opportunity. The client expressed gratitude and happiness for the support and resources provided, highlighting the program's role in bridging gaps and fostering stability.

(PADs) Psychiatric Advance Directives Outreach Strategy

Strategy Presentation:

The Social Media Coordinator led an initial strategy session with the PADs marketing subcontractor with the goal of implementing a rollout of PADs outreach across three cities.

- Phase 1: Broad community education introducing the concept of PADs.
- Phase 2: Formal introduction of the PADs project and opportunities for engagement.

University & College Outreach:

- Emails were sent to higher education institutions to initiate PADs discussions.
- Exploring opportunities to present on the project and its offerings.
- Focus on students 18+, a group significantly impacted by mental health challenges.
- Aim: Increase awareness and encourage students to create their own PADs.



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

**DATE:** December 17, 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**

The Best Practices department continues to implement several key compliance and quality best practices throughout our various programs and services. Best Practices staff will continue to provide ongoing support and training to ensure that departments are prepared to execute the new protocols effectively.

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

Electronic Health Record - The Electronic Health Record (E.H.R.) Team continues to lead the internal E.H.R. steering committee in efforts to maximize the effectiveness of our Electronic Health Record, as well as identify E.H.R. priorities, as we prepare to transition into BHSa.

Compliance - The compliance office continues to monitor overall compliance with various legal and ethical mandates that impact client facing programs.

Data and Outcomes - The Quality Improvement Team (QI) has continued to provide data and outcomes reports to help monitor services and well as program performance.

Quality Assurance - The Quality Assurance Team (QA) also has continued to complete chart reviews to monitor and assess the quality of services and documentation.

### **III. ADMINISTRATIVE UPDATES**

The Best Practice Department has been working diligently to enhance our audit and monitoring frameworks. Some of the aspects of particular attention have been to optimize internal controls, to expand the use of data analyses to more effectively and efficiently identify risk and risk exposure, and to develop more collaborative internal approaches to assist with oversight, training, and dissemination of critical information.



Tri-City Mental Health Authority  
AGENDA REPORT

**DATE:** December 17, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 827 Approving the Notice of Intention to Approve an Amendment to the CalPERS Retirement Contract to Include Public Employees' Pension Reform Act (PEPRA) Language

---

Summary:

This agenda report seeks board approval of a Resolution of Intention to amend Tri-City Mental Health Authority's retirement contract with California Public Employees' Retirement System (CalPERS), incorporating the Public Employees' Pension Reform Act (PEPRA) language. This amendment is required by CalPERS to ensure our contract formally reflects benefit formulas and provisions that have been in effect since PEPRA's implementation on January 1, 2013. Although our agency has been fully compliant with PEPRA since its inception, CalPERS now requires all contracting agencies to update their contracts accordingly.

Background:

**CalPERS Request:** On October 23, 2025, CalPERS formally requested that Tri-City Mental Health Authority amend its retirement contract to include PEPRA language (Attachment 9-B). This update is administrative and does not change current benefits or practices for employees, as we have abided by PEPRA since its implementation.

**Legal Requirement:** The amendment process requires two separate board actions:

1. Adoption of a Resolution of Intention, certified copy. (Attachment 9-C)
2. Adoption of the Final Resolution (no sooner than 20 days after the first Resolution of Intention, per Government Code Section 20471).

**Process:** CalPERS has provided all necessary documents for the intent to amend, including the Resolution of Intention, Amendment to Contract, and certification form (Attachment 9-D & Attachment 9-E). Once approved, these forms will be submitted to CalPERS and return with the Final Resolution for Governing Board approval at the January or February 2026 Governing Board meeting.

**Governing Board of Tri-City Mental Health Authority**  
**Consideration of Resolution No. 827 Approving the Notice of Intention to Approve an**  
**Amendment to the CalPERS Retirement Contract to Include Public Employees' Pension**  
**Reform Act (PEPRA) Language**  
**December 17, 2025**  
**Page 2 of 2**

Fiscal Impact:

There is no fiscal impact associated with this contract amendment. The agency's retirement costs and benefit formulas remain unchanged.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 827 of Intention to amend the CalPERS retirement contract to include PEPRA language.

Attachments

*Attachment 9-A:* Resolution No. 827 - Draft

*Attachment 9-B:* CalPERS Letter: Request to Amend Pension Contract (October 23, 2025)

*Attachment 9-C:* Resolution of Intent – Sample Form

*Attachment 9-D:* Amendment to Contract

*Attachment 9-E:* Certification of Governing Body's Action

## RESOLUTION NO. 827

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE GOVERNING BOARD OF TRI-CITY MENTAL HEALTH AUTHORITY

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

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

A. The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law.

B. One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract.

C. The following is a statement of the proposed change:

To include Public Employees' Pension Reform Act language.

2. **Action**

The Governing Board of Tri-City Mental Health Authority does hereby give Notice of Intention to approve an Amendment to the contract between said Tri-City Mental Health Authority and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as "Exhibit" and by this reference made a part hereof.

3. **Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

DRAFT



Kitha Torregano  
Human Resources Director  
Tri-City Mental Health Center  
2008 North Garey Avenue  
Pomona, CA 91767

CalPERS ID 7596140448

October 23, 2025

Dear Kitha Torregano,

Thank you for contacting CalPERS regarding your retirement contract. Provided in my|CalPERS you will find the Resolution of Intention and Exhibit Amendment to Contract to include Public Employees' Pension Reform Act language.

Also provided are the following documents:

1. Form CON-12, Certification of Governing Body's Action.
2. Instruction sheet for submission of Resolution of Intention documents and required certifications into my|CalPERS.

In summary, the following documents must be submitted through my|CalPERS before we can forward the actual contract and final documents necessary to complete the proposed amendment. PLEASE DO NOT HOLD THESE DOCUMENTS PENDING ADOPTION OF THE FINAL RESOLUTION.

1. Resolution of Intention, certified copy.
2. Form CON-12, Certification of Governing Body's Action.

If your agency adopts the Resolution of Intention on November 19, 2025, the earliest date the final Resolution may be adopted is December 9, 2025. There must be a 20 day period between the adoption of the Resolution of Intention and the adoption of the final Resolution pursuant to Government Code Section 20471. There are no exceptions to this law.

The effective date of this amendment may be as early as the day following the effective date of the final Resolution.

**Please do not retype the Amendment to Contract and/or agreement documents. Only documents provided by this office will be accepted. If you have any questions regarding any documents, please contact this office prior to presenting to your governing body for adoption. Another contract amendment cannot be started until this amendment is completed or cancelled.**

We are here to assist you. If you have any questions or would like additional information, please visit our website [www.calpers.ca.gov](http://www.calpers.ca.gov), or you may contact us toll free at **888 CalPERS** or (**888-225-7377**).

Sincerely,



Roselee Camacho  
Pension Contracts Analyst  
Financial Office | Pension Contracts & Prefunding Programs Division

RC:ra

Enclosures

# Instructions for Uploading Documents in

## myCalPERS

1. Scan all required documents individually.
2. Save documents to your computer.
3. Log into my|CalPERS.
4. Click on the "Profile" tab.
5. Click on the "Retirement Contract" tab.
6. In the Contract Event Summary Box, click on the blue link that says "Amendment" with the status showing "Amendment in Progress".
7. Scroll down to the "Documents" Box.
8. You will need to click on each of the corresponding blue links that say "Provide Document", hit the browse button, locate the saved document on your computer and upload.

**NOTE:** Please do not "submit" until all the necessary documents have been uploaded to their links.

9. Once all the documents have been uploaded into the links, scroll down to "Available Actions" box and click the button to "Submit Initial Contract Amendment Documents".
10. Click the "Submit" button.

**\*\*Special Note:** Please save this instruction sheet for submitting the Amendment to Contract "**final**" documents packet.

**RESOLUTION OF INTENTION  
TO APPROVE AN AMENDMENT TO CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF DIRECTORS  
TRI-CITY MENTAL HEALTH CENTER**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To include Public Employees' Pension Reform Act language.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: \_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date adopted and approved



## EXHIBIT

California  
Public Employees' Retirement System

---



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# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Tri-City Mental Health Center

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 2000, and witnessed June 21, 2000, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 10 are hereby stricken from said contract as executed effective July 1, 2000, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 2000, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **SAFETY EMPLOYEES; AND**
  - b. **MEMBERS OF THE GOVERNING BODY FIRST ELECTED OR APPOINTED PRIOR TO JULY 1, 1994. (Elected or appointed officials who are first elected or appointed on or after July 1, 1994, or to a term of office not consecutive with a term held on June 30, 1994, are excluded pursuant to Government Code Section 20322).**

6. Assets heretofore accumulated with respect to members in the local retirement system have been transferred to the Public Employees' Retirement System upon July 1, 2000, and applied against the liability for prior service incurred thereunder. That portion of the assets so transferred which represent the accumulated contributions (plus interest thereof) required of the employees under said local system has been credited to the individual membership account of each such employee under the Public Employees' Retirement System.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20042 (One-Year Final Compensation) for classic members only.
  - b. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
  - c. Section 20965 (Credit for Unused Sick Leave).
  - d. Section 21024 (Military Service Credit as Public Service).
  - e. Section 21573 (Third Level of 1959 Survivor Benefits).
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
TRI-CITY MENTAL HEALTH CENTER

BY \_\_\_\_\_  
MELODY BENAVIDES, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

Witness Date \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Clerk

PLEASE DO NOT SIGN EXHIBIT ONLY

PLEASE DO NOT SIGN EXHIBIT ONLY



## Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the \_\_\_\_\_ of the  
(governing body)

\_\_\_\_\_ of the  
(public agency)

on \_\_\_\_\_.  
(date)

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title



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

**DATE:** December 17, 2025

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

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

**BY:** Micaela P. Olmos, CPMC, JPA Administrator/Clerk

**SUBJECT:** Consideration of Resolution No. 828 Adopting the 2026 Meeting Schedule of the Tri-City Mental Health Authority Governing Board and Mental Health Commission

---

Summary:

The Joint Powers Agreement between the Cities of Claremont, La Verne, and Pomona, requires that the Governing Board provide the date, hour, and place of its regular meetings and it shall be fixed by resolution of the Governing Board.

Background:

It is convenient and useful to Tri-City Mental Health Authority's clients and partners, Governing Board, and staff to fix the dates of the Regular Meetings, and other significant meetings, of the Governing Board and the Mental Health Commission through the adoption of an annual schedule.

The Governing Board of Tri-City Mental Health Authority currently conducts its Regular Meetings, and its Joint Meetings with the Mental Health Commission, at 5:00 p.m. on the third Wednesday of the month, except during the month of August when meetings are not held, in the MHSA Office located at 2001 North Garey Avenue in Pomona, California.

Funding:

None required.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 828 establishing the dates, time, and place where the Governing Board and the Mental Health Commission Meetings are held.

Attachment:

*Attachment 10-A:* Resolution No. 828, Adopting the 2026 GB & MHC Meeting Schedule

**RESOLUTION NO. 828**

**A RESOLUTION OF THE GOVERNING BOARD OF THE  
TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS  
2025 MEETING SCHEDULE**

**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”) conducts its Regular Meetings, and its Joint Meetings with the Mental Health Commission, at 5:00 p.m. on the third Wednesday of the month, in the MHSA Office located at 2001 North Garey Avenue in Pomona, California.

B. The Joint Powers Agreement between the Cities of Claremont, La Verne, and Pomona, requires that the Governing Board provide the date, hour, and place of its regular meetings and shall be fixed by resolution of the Governing Board.

C. It is convenient and useful to TCMHA’s clients and partners, Governing Board, and staff to fix the dates of the Regular Meetings of the Governing Board and the Mental Health Commission, and of other significant meetings, through the adoption of an annual schedule.

**2. Action**

The Governing Board adopts the Authority’s 2026 Meeting Schedule attached herein as “Exhibit 1”.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

**ATTACHMENT 10-A**



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Claremont and La  
Verne.

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## TRI-CITY MENTAL HEALTH AUTHORITY

### 2026 MEETING SCHEDULE

Effective January 1, 2026

	Governing Board		Mental Health Commission	
January	21	5:00 p.m.	13	3:30 p.m.
February	18	5:00 p.m.	10	3:30 p.m.
March	18	5:00 p.m.	10	3:30 p.m.
April	15	5:00 p.m.	14	3:30 p.m.
<b>May</b>	20*	5:00 p.m.	20*	5:00 p.m.
June	17	5:00 p.m.	9	3:30 p.m.
July	15	5:00 p.m.	14	3:30 p.m.
August	DARK		DARK	
September	16	5:00 p.m.	8	3:30 p.m.
October	21	5:00 p.m.	13	3:30 p.m.
November	18	5:00 p.m.	10	3:30 p.m.
<b>December</b>	16*	5:00 p.m.	16*	5:00 p.m.

**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

**Governing Board Regular Meetings**

Held the 3rd Wednesday of the Month\*; except in August when no meetings are held

**Mental Health Commission Regular Meetings**

Held the 2nd Tuesday of the Month\*; except in August when no meetings are held

\*Joint Regular Meetings of the Governing Board and Mental Health Commission are held twice annually on the 3rd Wednesday of the months of May and December.

**Meeting Location**

MHSA Building, 2001 N. Garey Avenue, Pomona, CA 91767

**EXHIBIT 1**



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

**DATE:** December 17, 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. 829 Approving an Agreement with the City of Knowledge School for Mental Health Services

---

Summary:

Tri-City Mental Health Authority would like to enter into an Agreement with the City of Knowledge School to establish a collaboration for mental health referrals and provide services on site for City of Knowledge students already eligible for TCMHA services.

Background:

For the past year Tri-City Mental Health Authority has partnered with City of Knowledge to improve communication, collaboration, referral and mental health treatment support for the students and families from City of Knowledge. This Agreement allows for TCMHA staff to provide services on-site at City of Knowledge school as requested by students and families.

Fiscal Impact:

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

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 829 approving the Agreement with City of Knowledge School and authorizing Executive Director to execute the Agreement.

Attachments:

*Attachment 11-A:* Resolution No. 829 - Draft

*Attachment 11-B:* Agreement with The City of Knowledge School

## RESOLUTION NO. 829

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

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to enter into an Agreement for mental health services with The City of Knowledge School (“School”) located in Pomona, California.

B. TCMHA has previously collaborated with the School to provide mental health services to the School’s students and their families, and the Authority and the School mutually desire to continue doing so under a newly established Agreement for the period of January 1, 2026 through December 31, 2028 (“Agreement”).

C. The Authority affirms that there is no agency relationship between TCMHA and the School; and no payments, compensation, or fees shall be made between TCMHA and the School in connection with the Agreement.

2. **Action**

The Governing Board approves the Agreement, in substantially the same form as presented at its meeting on December 17, 2025, and authorizes the Authority’s Executive Director to enter into and execute the Agreement, and any Amendments or extensions of such Agreement.

3. **Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

DRAFT



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and La Verne.

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**AGREEMENT FOR MENTAL HEALTH SERVICES  
BETWEEN THE  
TRI-CITY MENTAL HEALTH AUTHORITY  
AND  
THE CITY OF KNOWLEDGE  
DATED  
DECEMBER 17, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 11-B**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
1. PARTIES AND DATE. ....	1
2. RECITALS. ....	1
3. TERM. ....	1
4. SCOPE OF SERVICES. ....	1
5. REMUNERATION. ....	1
6. INDEPENDENT CONTRACTOR. ....	2
7. CRIMINAL BACKGROUND CHECK. ....	3
8. CHILD ABUSE REPORTING. ....	3
9. CONFIDENTIALITY. ....	3
10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”).	3
11. BUSINESS ASSOCIATE AGREEMENT. ....	4
12. FEDERAL AND STATE HEALTH CARE PROGRAM ELIGIBILITY. ....	4
13. MUTUAL INDEMNITY. ....	4
14. INSURANCE. ....	5
15. TERMINATION. ....	5
16. DELIVERY OF NOTICES. ....	5
17. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. ....	6
18. LICENSES. ....	6
19. ENTIRE AGREEMENT. ....	6
20. SEVERABILITY. ....	6
21. WAIVER. ....	6
22. AUTHORITY. ....	6
23. GOVERNING LAW, JURISDICTION, AND VENUE. ....	7
24. COUNTERPARTS. ....	7
25. EXECUTION. ....	7

## AGREEMENT

### 1. PARTIES AND AGREEMENT DATE

This AGREEMENT (“Agreement”) is made and entered into as of December 17, 2025 (“Agreement Date”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (“TCMHA”) and THE CITY OF KNOWLEDGE, a California nonprofit corporation located at 3285 North Garey Avenue, Pomona, California 91767 (“TCoK”). TCoK and TCMHA are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 2. RECITALS

**2.1** TCoK desires mental health services to be provided to certain TCoK’s students and their families identified and referred by TCoK.

**2.2** TCMHA is certified by the California Board of Behavioral Sciences as a provider of mental health services and is experienced in the provision of such services.

**2.3** TCoK desires to TCMHA to provide the Services (as defined below) and TCMHA desires to render the Services pursuant to the terms of this Agreement.

### 3. TERM

The term of this Agreement (“Term”) shall be December 17, 2025 through June 30, 2028, unless terminated earlier pursuant to Section 15 of this Agreement.

### 4. SCOPE OF SERVICES

**4.1** TCMHA shall provide appropriate mental health services to those of TCoK’s student children and their families who are specialty mental health services-eligible and have been referred by to TCMHA by TCoK, such services to include, without implied limitation, the following: individual, collateral, family and group psychotherapy services, counseling and case management services to be provided at TCoK’s school site. The services described in this Section and shall hereinafter collectively be referred to as the (“Services”).

**4.2** TCoK shall make available to TCMHA, as necessary and to the extent reasonably possible, TCoK facilities suitable for the confidential nature of the Services to be provided hereunder. In the event such TCoK facilities are not available or appropriate at a given time for a student/family receiving Services hereunder. TCoK shall make arrangements with TCMHA for a suitable alternative location approved by TCoK.

### 5. REMUNERATION

**5.1** TCMHA shall not be entitled to any compensation or benefit from TCoK of any kind or type for the Services to be provided hereunder. TCMHA understands and acknowledges

that its sole source of remuneration for the Services provided hereunder is any reimbursement TCMHA may successfully obtain from Medi-Cal or other available funding sources.

**5.2** TCMHA shall not charge families for any Services rendered under this Agreement unless such Services and charges are clearly identified in writing signed by the parents/guardians. In no event shall the agreed-upon charges obligate TCoK financially, or shall TCoK incur any obligation or expense in connection therewith.

**5.3** TCoK shall not be entitled to any compensation or benefit from TCMHA under this Agreement in exchange for referring students and parents to TCMHA or providing facilities to TCMHA for this purpose.

## **6. INDEPENDENT CONTRACTOR**

**6.1** In connection with the performance of the Services, TCoK and TCMHA acknowledge that TCMHA is an independent contractor and not an officer, agent or employee of TCoK. Consequently, TCMHA shall be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA acknowledges that, as an independent contractor, TCMHA is not covered by TCoK under California workers' compensation, unemployment insurance or other employment-related laws.

**6.2** TCoK and TCMHA hereby acknowledge that the TCMHA shall determine TCMHA's own hours of work and work location; purchase, lease and/or maintain TCMHA's own office, facilities and equipment, except those TCoK facilities made available to TCMHA to provide the Services hereunder; hire, fire, direct and control TCMHA's agent(s), employee(s) or other representative(s) at TCMHA's sole discretion; and shall be available to perform services for other schools and/or the general public.

**6.3** TCMHA shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses and telephone charges. Services and expenses that are above the ordinary and may require shall not be reimbursable unless previously authorized in writing by TCoK's designee.

**6.4** In performing the Services specified by TCoK as set forth above, TCMHA shall determine the methods, details, and means of providing such Services. However, upon request, TCMHA shall submit an oral summary of TCMHA's methods, details and means of providing such Services.

**6.5** TCMHA shall provide all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as employed by others in the same profession in California. TCMHA represents and maintains that TCMHA is skilled in the professional calling necessary to perform the Services. TCMHA warrants that all employees shall have sufficient skill and experience to perform the Services assigned to them. TCMHA represents that TCMHA, TCMHA's employees have all licenses, permits, qualification and approvals of whatever nature that are legally required to perform the Services.

## **7. CRIMINAL BACKGROUND CHECK**

TCMHA and all of its employees shall comply with all requirements related to fingerprinting set forth in California Education Code Section 45125.1, and any TCoK regulations related to fingerprinting and background checks provided to TCMHA in writing, prior to any substantial contact with any students, including, without implied limitation, prior to coming onto TCoK's school grounds or having any contact with TCoK's students in locations other than TCoK school grounds.

## **8. CHILD ABUSE REPORTING**

**8.1** TCMHA warrants and represents to TCoK that all TCMHA employees and volunteers who will provide the Services are familiar with and agree to adhere to child abuse reporting obligations and procedures under California law, including, but not limited to, California Education Code Section 49370 and California Penal Code Section 11166 et seq. TCMHA shall provide annual training to its employees regarding mandated reporting of child abuse. TCMHA warrants and represents that TCMHA employees providing the Services will abide by such laws in a timely manner.

**8.2** Unless prohibited by law, TCMHA shall submit immediately, and no later than twenty-four (24) hours, by facsimile and mail, provide an accident or incident report to TCoK when it becomes aware of reportable circumstances, including, but not limited to, allegations of molestation or child abuse, pertaining to children under TCMHA's supervision pursuant to this Agreement.

## **9. CONFIDENTIALITY**

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

## **10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")**

In accordance with the Health Insurance Portability and Accountability Act and the associated HIPAA regulations (45 CFR Parts 160 and 164), the parties to this Agreement shall establish and implement appropriate safeguards for any Protected Health Information (PHI), as deferred under HIPAA, that may be created, received, used or disclosed by them in connection with the Services and this Agreement.

## **11. BUSINESS ASSOCIATE AGREEMENT**

To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to TCoK (Business Associate) in accordance with all applicable legal requirements. TCoK is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, TCoK agrees to sign a *Business Associate Agreement*, attached hereto as 'Exhibit A' and incorporated herein by this reference.

## **12. FEDERAL AND STATE HEALTH CARE PROGRAM ELIGIBILITY**

In accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCoK certifies that no TCoK employ, 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 hereto as 'Exhibit B' and incorporated herein by this reference.

## **13. MUTUAL INDEMNITY**

**13.1** TCMHA agrees to indemnify, defend and hold harmless TCoK, its board members or trustees, officers, agents, employees, representatives, and volunteers from any and all demands, claims or liability of personal injury, including wrongful death, and property damage of any nature, caused by or arising out of negligent acts, errors or omissions of TCMHA, its board members or trustees, elective and appointed officers, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials, or staff arising out of or in connection with the performance of Services under this Agreement, including, without implied limitation, the payment of all consequential damages and reasonable attorneys' fees and other related costs and expenses.

**13.2** TCoK agrees to indemnify, defend and hold harmless TCMHA, its board members or trustees, elective and appointed officers, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials, or staff from any and all demands, claims or liability of personal injury, including wrongful death, and property damage of any nature, caused by or arising out of negligent acts, errors or omissions of TCoK, its board members or trustees, officers, agents, employees, representatives, and volunteers arising out of or in connection with the performance of Services under this Agreement, including, without implied limitation, the payment of all consequential damages and reasonable attorneys' fees and other related costs and expenses.

**13.3** The respective obligations of the Parties under this Section 13 shall survive the expiration or termination of this Agreement.

## 14. INSURANCE

TCMHA shall, at TCMHA's expense, obtain and file with TCoK, a certificate of insurance before commencing any services under this Agreement as follows:

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

**14.2 Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

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

**14.4 Sexual Abuse and Molestation Insurance:** \$1,000,000.00 per occurrence.

**14.5 Notice Of Cancellation:** TCoK requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should include the wording "failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

**14.6 Certificate Of Insurance:** Shall name TCoK, its board members or trustees, officers, agents, employees, representatives, and volunteers" as additional insureds.

## 15. TERMINATION

Except as provided in this Agreement, this Agreement may be terminated by either Party, for any reason, during the Term of this Agreement by giving thirty (30) days' written notice to the other Party.

## 16. DELIVERY OF NOTICES

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

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

The City of Knowledge  
3285 N Garey Avenue  
Pomona, California 91767  
Attn: Chief Executive Officer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours, after deposit in the US. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **17. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

In the performance of this Agreement, Neither Party shall discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Each Party will take affirmative steps to ensure its respective applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation, or gender identity.

## **18. LICENSES**

TCMHA declares that TCMHA has complied with all federal, state, and local business permits and licensing requirements necessary to provide Services under this Agreement.

## **19. 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 TCoK and TCMHA relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by TCoK and TCMHA.

## **20. SEVERABILITY**

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

## **21. WAIVER**

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

## **22. AUTHORITY**

Each Party warrants that the individuals who have signed the Agreement its behalf have the legal power, right, and authority to make this Agreement and bind each that Party.

**23. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Each Party agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

**24. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**25. EXECUTION**

**25.1** Each person executing this Agreement on behalf of TCoK warrants that he or she is duly authorized to execute this Agreement on behalf of CONTRACTOR and that by his or her execution, TCoK is formally bound to the provisions of this Agreement.

**25.2** TCoK certifies it is aware of the requirements of Sections 313 of the California Corporations Code. If TCoK is a corporate entity, it shall either: (i) provide TCMHA written proof that each person executing this Agreement on TCoK's behalf is duly authorized to bind TCoK; or (ii) provide two signatories to this Agreement, of whom the first must be TCoK's chairman of the board, president, or a vice president and the second must be TCoK's secretary, an assistant secretary, its chief financial officer, or an assistant treasurer.

[SIGNATURES ON THE NEXT PAGE.]

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

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**THE CITY OF KNOWLEDGE**

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

By: \_\_\_\_\_  
Haleema Hassan Shaikley  
Chief Executive Officer

**ATTEST:**

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

**APPROVED AS TO FORM:**  
RICHARDS WATSON & GERSHON

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

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

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 17th day of December, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and THE CITY OF KNOWLEDGE (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

**RECITALS**

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

**NOW, THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

**AGREEMENT**

**I. Definitions.**

A. **Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

B. **Business Associate** shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

**C. Consumer** is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

**D. Covered Entity** shall have the meaning given to such term under 45 C.F.R. § 160.103.

**E. Data Aggregation** shall have the meaning given to such term under 45 C.F.R. § 164.501.

**F. Designated Record Set** shall have the meaning given to such term 45 C.F.R. § 164.501.

**G. Electronic Protected Health Information or EPHI** means Protected Health Information that is maintained in or transmitted by electronic media.

**H. Electronic Health Record** shall have the meaning given to such term under 42 U.S.C. § 17921(5).

**I. Health Care Operations** shall have the meaning given to such term under 45 C.F.R. § 164.501.

**J. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**K. Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

**L. Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

**M. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**N. Subcontractor** shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

**O. Unsecured PHI** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”).

## II. Obligations of Business Associate.

**A. Permitted Access, Use or Disclosure.** BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

**B. Prohibited Uses and Disclosures.** Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**C. Appropriate Safeguards.** BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

### **D. Reporting of Improper Access, Use, or Disclosure.**

**1. Generally.** BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any

Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

**2. Breaches of Unsecured PHI.** Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

**3. Mitigation.** BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

**E. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

**F. Access to Protected Information.** To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

**G. Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

**H. Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

**I. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

**J. Minimum Necessary.** BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE's minimum necessary policies and procedures as furnished to BA.

**K. Permissible Requests by Covered Entity.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

**L. Breach Pattern or Practice.** If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

**III. Indemnification; Limitation of Liability.** To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

**IV. Business Associate's Insurance.** BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance, and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

**V. Term and Termination.**

**A. Term.** The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

**B. Termination.**

**1. Material Breach by BA.** Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

**2. Effect of Termination.** Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**VI. Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

**VII. Compliance with State Law.** Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

**VIII. Compliance with 42 C.F.R. Part 2.** CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

**IX. Amendment to Comply with Law.** Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be

required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

**X. No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**XI. Notices.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

**If to CE:** Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711  
Attn: Privacy Officer

**If to BA:** The City of Knowledge  
3285 N Garey Avenue  
Pomona, California 91767  
Attn: Chief Executive Officer

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

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

**XII. Interpretation.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with

HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

**XIII. Entire Agreement of the Parties.** This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

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

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

**IN WITNESS WHEREOF**, the parties hereto have duly executed this BAA as of the BAA Effective Date.

**AGREED AND ACCEPTED:**

TRI-CITY MENTAL HEALTH  
AUTHORITY  
\_\_\_\_\_  
**Name of Covered Entity**

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

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

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

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

THE CITY OF KNOWLEDGE  
\_\_\_\_\_  
**Name of Business Associate**

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

HALEEMA HASSAN SHAIKLEY  
\_\_\_\_\_  
**Print Name**

CHIEF EXECUTIVE OFFICER  
\_\_\_\_\_  
**Print Title**

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





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

**DATE:** December 17, 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. 830 Approving the Subcontractor Agreement for the HUD Continuum of Care Program with the Los Angeles County Development Authority (LACDA); and Authorizing the Executive Director to Execute the Agreement and any Amendments Thereafter

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Summary:

Staff is seeking approval to authorize Tri-City Mental Health Authority (TCMHA) to renew the Agreement with the Los Angeles County Development Authority (LACDA) to act as subcontractor for the HUD Continuum of Care Program; Grant Number CA0800L9D002416. The agreement will allow TCMHA to provide supportive services for 13 very-low or extremely- low-income, hard-to serve unhoused persons, with disabilities, to obtain and maintain stable housing through vouchers provided by LACDA. This grant includes funding through December 2026.

Background:

On November 13, 2025, the Department of Housing and Urban Development (HUD) released a new Notice of Funding Opportunity (NOFO) for Continuum of Care (CoC) grant funding. The NOFO was rescinded on December 8, 2025 to “make appropriate revisions.” In the meantime, Los Angeles Homeless Service Authority (LAHSA) is still moving forward with its application on behalf of the Los Angeles CoC based on the guidelines released in November and will make any necessary adjustments once HUD issues the revisions.

The initial NOFO included new restrictions, including one, that capped funding for Permanent Supportive Housing (PSH) at 30% of the entire CoC award for Los Angeles. This restriction could potentially impact this grant after the current award period that ends December 2026. TCMHA is not required to take any action as we are a subcontractor through LACDA. However, Emilio Salas, Executive Director at LACDA stated that “LACDA fully intends to request the renewal of all projects currently included in the LACDA’s CoC portfolio.”

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. No. 830 Approving the Subcontractor Agreement for the  
HUD Continuum of Care Program with the Los Angeles County Development Authority  
(LACDA); and Authorizing the Executive Director to Execute the Agreement and any  
Amendments Thereafter**

**December 17, 2025**

**Page 2 of 2**

Under this grant, LACDA has allocated 13 CoC certificates for low-income households experiencing homelessness where the head of households have a disability. TCMHA is responsible for overseeing these certificates. The certificates provide rental assistance to the participants for use in privately-owned rental units with participants paying 30% of their income and LACDA covering the remaining rent. Under the proposed agreement, TCMHA will refer eligible applicants and provide supportive services to those that are approved by LACDA. The support begins during the application process for the certificate, continues with housing search assistance and with all the steps to secure a unit. TCMHA then maintains regular contact with the participants to provide additional resources, help troubleshoot concerns that arise with their housing, and successfully complete their annual recertification with LACDA.

As part of the agreement, TCMHA commits to providing 25% match of the total funding awarded in the form of supportive services. TCMHA prepares a report detailing the cost of services participants receive through TCMHA along with additional supports such as medical prescriptions, support groups, medical procedures, food banks, and any other supportive services that assist the participant in obtaining and maintaining housing.

Fiscal Impact:

The Housing Division already has staff assigned to provide supportive services and are included in the Fiscal Year 2025-26 MHSAs budget.

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 830 authorizing the Executive Director to execute the Subcontractor Agreement No. CA0800L9D002416 with LACDA for the HUD Continuum of Care Program, and any amendments thereafter, effective January 1, 2026 through December 31, 2026.

Attachments:

*Attachment 12-A:* Resolution No. 830 - Draft

*Attachment 12-B:* Agreement with LACD for HUD Continuum of Care Program Grant

## RESOLUTION NO. 830

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE HUD CONTINUUM OF CARE PROGRAM SUBCONTRACTOR AGREEMENT, TENANT BASED RENTAL ASSISTANCE PROGRAM, WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to renew its Subcontractor Agreement with the Los Angeles County Development Authority (LACDA) for the provision of the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program to link Tenant Based Rental Assistance (TBRA) to supportive services for very-low or extremely-low income, hard-to-serve homeless persons with disabilities to obtain and maintain stable housing through vouchers provided by LACDA.

B. The Authority affirms that LACDA was designated by HUD as the agency responsible for administering the Continuum of Care ("CoC") Program in the County of Los Angeles pursuant to the provisions of Title IV of the McKinney-Vento Homeless Assistance Act.

**2. Action**

The Governing Board authorizes the Subcontractor Agreement No. CA0800L9D002416 with LACDA, effective January 1, 2026 through December 31, 2026, and authorizes the Executive Director to execute said Agreement and any amendments or extensions of such Agreement thereafter.

**3. Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

DRAFT

**AGREEMENT BETWEEN**  
**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY**  
**AND**  
**TRI-CITY MENTAL HEALTH AUTHORITY**  
**HUD CONTINUUM OF CARE PROGRAM SUBCONTRACTOR AGREEMENT**  
**TENANT BASED RENTAL ASSISTANCE PROGRAM**  
**Grant Number: CA0800L9D002416**

This Subcontractor Agreement for the HUD Continuum of Care Program (herein referred to as "Agreement") is made and entered into in duplicate original this \_\_\_ day of \_\_\_\_\_ 2025, by and between the Los Angeles County Development Authority, hereinafter referred to as "LACDA", and Tri-City Mental Health Authority, hereinafter referred to as "TCMH".

WHEREAS, the LACDA recognizes the need for and desires to link tenant based rental assistance to supportive services for very-low or extremely-low income, hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic substance abuse problems; or Acquired Immune Deficiency Syndrome (AIDS) or related diseases) and their families;

WHEREAS, the LACDA was designated by the U.S. Department of Housing and Urban Development ("HUD") as the agency responsible for administering Continuum of Care ("CoC") rental assistance in the County of Los Angeles pursuant to the provisions of Title IV of the McKinney-Vento Homeless Assistance Act;

WHEREAS, the LACDA was awarded Tenant Based Rental Assistance funding under the CoC Program Grant Agreement # **CA0800L9D002416** between HUD and the LACDA;

WHEREAS, the LACDA in accordance with the CoC Program will provide training to TCMH, who shall be or work with a local service provider that has the training, experience, and qualifications to facilitate the transition of homeless persons with disabilities and their families into a stable housing environment and provide supportive services at least equal in value to 25% of the total grant amount funded by HUD; and

WHEREAS, the LACDA will make rental assistance payments to private landlords for units occupied by eligible persons in accordance with the terms and conditions described in the CoC Housing Assistance Payments Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the LACDA and TCMH agree as follows:

## 1. DEFINITIONS

- A. "APR" refers to the Annual Performance Report.
- B. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- C. "Draw Down" refers to the HUD primary grant disbursement system called the Line of Credit Control System ("LOCCS").
- D. "HUD" refers to the United States Department of Housing and Urban Development.
- E. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are eligible for the CoC Program.
- F. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- G. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by TCMH with a contractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

## 2. DESCRIPTION OF SERVICES AND DUTIES

- A. TCMH shall provide the services described in this section and as set forth in Attachment I, Scope of Services, Attachment II – LACDA Administrative Handbook for HUD Continuum of Care Funded Programs.
- B. TCMH shall provide the following supportive services for at least **Thirteen (13)** Participants.
  - (1) TCMH is required to submit referrals until the allocation requirement is met.

(2) TCMH shall submit eligible referrals resulting in 50% of the total allocations within six (6) months of execution of this Agreement and 100% of the allocation within 12 months from execution of this Agreement, or be subject to de-obligation of funds by HUD as stipulated in 24 CFR § 578.85.

(3) TCMH shall, under the guidance of the LACDA, provide: outreach and intake services, including disseminating CoC Program information to Participants; assist individuals in preparing CoC Program application packages including required documentation; and submit applications of eligible individuals to the LACDA for review and final approval, resulting in Participants obtaining and/or maintaining suitable housing.

(4) TCMH shall conduct an annual assessment of the service needs required by the CoC Program Eligible Participants, including supportive services designed to assist Eligible Participants in remaining housed and maintaining CoC Program compliance.

(5) TCMH shall provide supportive services or service referrals and ensure that Eligible Participants receive appropriate services. Pursuant to this Agreement and regulations in 24 CFR § 578.53, appropriate supportive services include, but are not limited to the following: services that address the special needs of the Participants; the costs of the day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment; and provision of supportive services to households of disabled homeless persons within the LACDA's jurisdiction which results in obtaining and maintaining stable subsidized housing in a residential neighborhood of their choice, as listed in Attachment II of this Agreement.

(6) TCMH shall locate a care provider who can appropriately provide services for special populations such as: unaccompanied homeless youth; persons living with HIV/AIDS (Acquired Immunodeficiency Disease Syndrome or a related disease); and victims of domestic violence, dating violence, sexual assault, or stalking who require more intensive care that can be provided through this Tenant Based Rental Assistance Program, and refer the individual to the care provider.

(7) TCMH shall reference Attachment II, LACDA Administrative Handbook for HUD Continuum of Care Funded Programs ("CoC Program Handbook"), in order to ensure compliance with CoC Program regulations, policies, and timely submission of all required forms as is necessary in order to successfully co-administer this CoC Program.

C. The LACDA shall provide the services set forth in Attachment I of this Agreement.

### **3. PERIOD OF PERFORMANCE**

This Agreement shall be effective **January 1, 2026** ("Effective Date") and shall continue through **December 31, 2026**, unless terminated earlier. TCMH shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

**4. COMPENSATION:** No compensation for administrative costs or supportive services will be provided with CoC Program Grant Agreement # CA0800L9D002416.

### **5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**

A. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on funds not presently anticipated (i.e. limitations imposed by sequestration). Accordingly, the LACDA reserves the right to cease all leasing/programmatic activities and/or revise this Agreement as necessary in order to take into account actions affecting HUD program funding. The LACDA'S obligation is payable only and solely from funds appropriated through HUD and for the purposes of this Agreement.

B. In the event this Agreement extends into succeeding contract years, and funds have not been appropriated, compensation for this Agreement will automatically terminate as of the end of the term of this Agreement. The LACDA will endeavor to notify TCMH in writing within ten (10) days of receipt of non-appropriation notice.

### **6. SERVICES COORDINATION**

TCMH shall provide to the CoC Program a participant housing specialist/case manager to work with Participants to develop an individualized housing and service plan, appropriate to the Participant's needs (Plan). This Plan may include, but is not limited to focusing on: sobriety, alcohol and drug-free housing, receiving supportive services, accessing mainstream benefits, and addressing legal concerns.

TCMH shall require that the participants meet with their housing specialist/case manager at least once annually to discuss the progress in their Plan to determine what adjustments are needed in order to maintain independent living and self-sufficiency.

**7. NOTICES:** All notices and correspondence shall be delivered or mailed with postage prepaid to the following address:

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:**

Medina D. Johnson-Jennings, Director, Housing Assistance Division  
Attn: Samantha Cabrera  
700 W. Main Street  
Alhambra, CA 91801

**TRI-CITY MENTAL HEALTH AUTHORITY**

Onston Placide, Executive Director  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711

**8. FORMS AND REPORTS**

A. Annual Needs Assessment: TCMH shall submit an Annual Needs Assessment form to the LACDA no more than 30 days after the end of the operating year. The Annual Needs Assessment form will serve to document the needs assessments and supportive services required in Section 2, Services and Duties. The Annual Needs Assessment form is provided by the LACDA to TCMH via CoC Program Handbook.

B. Quarterly Match Funds Tracking Report: TCMH shall submit individual Quarterly Match Funds Tracking Reports to the LACDA by the 15th of the month following the APR quarterly reporting period. This form will assist in tracking the supportive services required in Section 2, Service and Duties, of this Agreement. The Quarterly Match Funds Tracking Report is provided by the LACDA to TCMH via the CoC Program Handbook.

C. Annual Performance Report: TCMH is obligated to complete the APR. TCMH must submit the APR to the LACDA 30 days after the end of the operating year. HUD may terminate the renewal of any grant and require the recipient to repay the renewal grant if: (1) The recipient fails to timely submit a HUD APR for the grant year immediately prior to renewal; or (2) The recipient submits an APR that HUD deems unacceptable or shows noncompliance with the requirements of the grant and this part. The APR is subject to change due to HUD updates.

**9. MONITORING AND RECORDS**

TCMH will make available all its records pursuant to this Agreement with the LACDA upon request. All records will be retained during the term of the Agreement and for a five (5)

year period thereafter. Monitoring will be conducted at least annually. CoC Program "Participant Master Files" must contain all documentation as it pertains to eligibility, supportive/case management services, referrals, and documentation of homelessness. The Participant Master File must be in compliance with the CoC Program and the CoC Program Handbook. Forms for the Participant Master File are provided by the LACDA in Attachment II, the CoC Program Handbook.

## **10. CONFIDENTIALITY**

A. TCMH shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the LACDA, except as required under the California Public Records Act, the Federal Freedom of Information Act, or other applicable law, or pursuant to court order.

B. TCMH shall comply with Welfare and Institutions Code Section ("WIC") 10850.

C. TCMH shall take special precautions, including, but not limited to, sufficient training of TCMH'S staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

D. TCMH shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information.

## **11. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**

TCMH shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon LACDA as though made with TCMH directly. In the event there is a conflict between the various laws or regulations that may apply, TCMH shall comply with the more restrictive law or regulation.

## **12. AMENDMENTS**

A. No representative of either of the Parties is authorized to make changes to any of the terms, obligations or conditions of this Agreement, except through procedures set forth in this Section 12.

B. Except as otherwise provided in this Agreement, for any change requested by either party which affects any term or condition included in this Agreement, a

negotiated written Amendment to the Agreement shall be prepared and executed by each Parties authorized representative.

C. Such amendments shall be authorized subject to the approval of County Counsel as to form.

### **13. TERMINATION**

A. This Agreement may be terminated by either party for the convenience of that party. This Agreement may also be terminated by either party as a result of default by the other party of its obligations under this Agreement.

B. Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.

C. In the event of termination, TCMH will provide a detailed report of expenditures and the balance of the unexpended amount will be returned to the LACDA within thirty (30) days of termination.

### **14. NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS**

TCMH shall comply with all applicable federal, state, and local laws, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or funded in whole or in part with funds made available under this title.

### **15. EMPLOYMENT PRACTICES**

A. TCMH shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. TCMH shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. By signing this Agreement or accepting funds under this Agreement, TCMH shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60)

## **16. LOBBYING**

A. TCMH shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, TCMH shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. TCMH shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

## **17. INDEMNIFICATION**

TCMH shall indemnify, defend, and hold harmless the LACDA, County of Los Angeles, and their officials, officers, employees, and agents (hereinafter collectively referred to as "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities"), arising from or connected with TCMH's acts, errors, and/or omissions under this Agreement or the services to be provided by TCMH hereunder. TCMH shall not be required to indemnify, defend and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the LACDA or its officials, officers, employees, or agents. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Agreement. TCMH agrees to require any and all entities with which it contracts to agree to and abide by the above-mentioned indemnification requirements in favor of the Public Entities, as applicable to each of them.

## **18. SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the

remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

## **19 INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

## **20. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

## **21. ENTIRE AGREEMENT**

This Agreement with attachments supersedes any and all other agreements and constitutes the entire understanding and agreement of the parties. This Agreement includes the Statement of Work.

SIGNATURES

IN WITNESS WHEREOF, TCMH and the LACDA have executed this Agreement through their duly authorized officers.

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

By \_\_\_\_\_ Date: \_\_\_\_\_  
Emilio Salas  
Executive Director

TRI-CITY MENTAL HEALTH AUTHORITY

By \_\_\_\_\_ Date: \_\_\_\_\_  
Onston Placide  
Executive Director

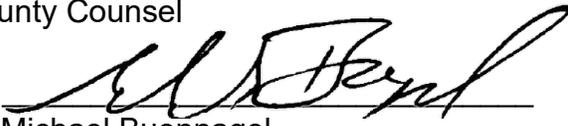
APPROVED AS TO PROGRAM:

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
HOUSING ASSISTANCE DIVISION

By \_\_\_\_\_ Date: \_\_\_\_\_  
Medina D. Johnson-Jennings  
Director

APPROVED AS TO FORM:

Dawyn R. Harrison  
County Counsel

By  \_\_\_\_\_ Date: 11/19/2025  
Michael Buennagel  
Senior Deputy County Counsel

ATTACHMENT I  
STATEMENT OF WORK

**STATEMENT OF WORK**

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
CONTINUUM OF CARE TBRA PROGRAM

NAME OF ORGANIZATION: TRI-CITY MENTAL HEALTH AUTHORITY

MAILING ADDRESS: 1717 N. INDIAN HILL BLVD., SUITE B  
CLAREMONT, CA 91711

CONTACT PERSON: ONSTON PLACIDE  
EXECUTIVE DIRECTOR

TARGET POPULATION: HARD-TO-SERVE LOW-INCOME HOMELESS  
INDIVIDUALS OR FAMILIES WITH A  
DISABILITY

NUMBER OF FAMILIES SERVED: THIRTEEN (13)

DURATION OF PROJECT: ONE (1) YEAR

PROGRAM OBJECTIVES: To provide a subsidy to pre-qualified Families to enable them to lease housing of their choice in which the Family lives independently in permanent, low-cost housing in residential neighborhoods.

In accepting a referral for a Participation Agreement from TCMH, the LACDA expects that the family/individual meets certain readiness criteria, and that TCMH provide on-going supportive services for a period of time not less than the duration of this agreement.

**SERVICES TO BE PROVIDED BY TCMH**

**A. Client Eligibility**

- 1) TCMH shall ensure that of the total persons served, one hundred percent (100%) are of low income.
- 2) TCMH shall ensure that of the population served, it outreaches to the chronically homeless as per regulations set at 24 CFR 578.53(e)(13) and that it is adequately documented for the Annual Progress Report.
- 3) TCMH shall ensure that of the population served, persons to be served under this Agreement shall include hard-to-serve homeless families with disabilities, as per Program Regulations at 24 CFR 578.53(c) and adequately verify homelessness. Hard-

to-serve homeless families primarily include those who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have Acquired Immune Deficiency Syndrome (AIDS) and related diseases. The Program provides rental assistance for permanent housing for homeless persons with disabilities.

- 4) TCMH shall ensure that the target population of the persons to be served under this Agreement is individuals and families with members who are disabled, including the seriously mentally ill.
- 5) TCMH shall, in its client intake or admission criteria, require documents applicable to each Family for verifying client eligibility regarding Family status, disability, residency (i.e. homelessness) and income.
- 6) TCMH shall ensure that the total, original verified information packet be forwarded to the LACDA'S Continuum of Care Program staff for review, approval, and acceptance into the Continuum of Care Program. Failure to submit all applicable verifications will delay the eligibility process and the issuance of the Participation Agreement.
- 7) TCMH shall maintain a file with copies of all verified information therein, along with case management documentation, and make it available for examination.

## **B. Services and Duties of TCMH**

- 1) TCMH shall ensure that **Thirteen (13)** homeless participants with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs or both; or have HIV/AIDS or related diseases) and their families are placed in and/or assisted to remain in qualified housing. TCMH shall refer eligible persons every month to the LACDA following the effective date of this Agreement until the Program has achieved full participation.
- 2) TCMH shall ensure that each participant who signs the Program's Participant Agreement and is placed in housing will receive supportive services. Participants will pay no more than 30% of their adjusted monthly income towards the rent.
- 3) TCMH shall ensure that the Continuum of Care Program targets homeless families who have chronic alcohol and/or other drug abuse disabilities, mental illness and/or HIV/AIDS.
- 4) TCMH shall make best efforts to assist persons with dual diagnosis of both serious mental illness and chronic substance abuse problems.

- 5) TCMH shall submit to the LACDA pre-applications from persons eligible to be served in a Continuum of Care funded project.
- 6) TCMH agrees to provide an unconditional commitment (contingent only upon award of the grant) via cash or in-kind match of not less than 25 percent of the total funding awarded, in compliance with Program regulations set forth in 24 CFR 578.73 and applicable cost sharing and match requirements for nonprofits found at 24 CFR 84.23, and as specified below:
  - A match in the amount of at least **\$82,634** has been committed by TCMH during the term of this grant;
  - A fee schedule, listing the supportive services; the profession of each provider; and the hourly cost of the services to be provided, is made part of this Agreement.

TCMH will be required to report on matching funds expended in their Annual Progress Report at the end of each grant's operating year. All match must be used for eligible activities as required in the CoC Program Interim Rule, 24 CFR 578, subpart D. Matching funds are subject to monitoring by the LACDA and/or HUD; they should be well documented throughout the operating year and must be tied to specific clients. TCMH must keep and make available for inspection, records documenting the match contribution.

- 7) TCMH shall provide participants with eligible and appropriate services, as per Program regulations set forth in 24 CFR 578.53 that address the special needs of the program participants, ensuring that:
  - I. Supportive services assist program participants in obtaining and maintaining housing;
  - II. An annual assessment of the service needs of program participants is conducted and services are adjusted accordingly;
  - III. Supportive services are provided to the residents throughout the duration of their residence in the project;
  - IV. *Eligible supportive services are:*
    - a. Annual assessment of service needs. The costs of the assessment required by §578.53(a)(2) are eligible costs.
    - b. Assistance with moving costs. Reasonable one-time moving costs (security deposits in an amount not to exceed 2 months of rent) are eligible and include truck rental and hiring a moving company.
    - c. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the

program participant(s) are eligible costs. Component services and activities consist of:

- 1) Counseling;
- 2) Developing, securing, and coordinating services;
- 3) Using the centralized or coordinated assessment system as required under §578.23(c)(9).
- 4) Obtaining federal, state, and local benefits;
- 5) Monitoring and evaluating program participant progress;
- 6) Providing information and referrals to other providers;
- 7) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, or stalking; and
- 8) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

d. Child care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.

- 1) The children must be under the age of 13, unless they are disabled children.
- 2) Disabled children must be under the age of 18.
- 3) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

e. Education services. The costs of improving knowledge and basic educational skills are eligible.

- 1) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
- 2) Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.

f. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

- 1) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- 2) Services that assist individuals in securing employment consist of:

- a. Employment screening, assessment, or testing;
  - b. Structured job skills and job-seeking skills;
  - c. Special training and tutoring, including literacy training and pre-vocational training;
  - d. Books and instructional materials;
  - e. Counseling or job coaching; and
  - f. Referral to community resources.
- g. Food. The cost of providing meals or groceries to program participants is an eligible cost.
- h. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible costs.
- 1) Component services or activities are tenant counseling, assisting individuals and families to understand leases, securing utilities, and making moving arrangements.
  - 2) Other eligible costs are:
    - a. Mediation with property owners and landlords on behalf of eligible program participants;
    - b. Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
    - c. The payment of rental application fees.
- i. Legal services. Eligible costs are the fees charged by licensed attorneys and by persons under supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.
- 1) Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefits claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants.
  - 2) Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
  - 3) Fees based on the actual service performed (i.e. fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subcontractor is a legal services provider and performs the services itself, the eligible costs are the subcontractor employees' salaries and other costs necessary to perform the services.

- 4) Legal services for immigration and citizenship matters, and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.
- j. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- k. Mental health services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- l. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals, including:
- 1) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
  - 2) Assisting individuals to understand their health needs;
  - 3) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
  - 4) Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
  - 5) Provision of appropriate medication;
  - 6) Providing follow-up services; and
  - 7) Preventive and non-cosmetic dental care.
- m. Outreach services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
- 1) Eligible costs include the outreach worker's transportation costs and a mobile phone to be used by the individual performing the outreach.
  - 2) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and

publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.

- n. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
- o. Transportation. Eligible costs are:
  - 1) The costs of program participants' travel on public transportation or in a vehicle provided by TCMH or subcontractor to and from medical care, employment, child care, or other services;
  - 2) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;
  - 3) The costs of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
  - 4) The costs of gas, insurance, taxes, and maintenance for the vehicle;
  - 5) The costs of recipient or TCMH staff to accompany or assist program participants to utilize public transportation; and
  - 6) If public transportation options are not sufficient within the area, TCMH may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
    - a. Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
    - b. Payments for car repairs or maintenance must be paid by the recipient or TCMH directly to the third party that repairs or maintains the car; and
    - c. TCMH may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.
- p. Utility deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.
- q. Direct provision of services. If the services described in this chapter are being directly provided by TCMH, eligible costs for those services also include:
  - 1) The costs of labor, or supplies and materials incurred by TCMH or subcontractor in directly providing supportive services to program participants; and
  - 2) The salary and benefit packages of TCMH staff who directly deliver the services.
- r. TCMH agrees:

- 1) To ensure the operation of the project(s) in accordance with the provisions of the McKinney-Vento Act and all requirements under 24 CFR part 578;
- 2) To monitor and report the progress of the project(s) to the LACDA and HUD;
- 3) To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
- 4) To obtain certifications from sub-contractors with respect to:
  - a. Confidentiality of records, specifically for those records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. Confidentiality of the address or location of any family violence project assisted under this part; whereas records will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Establishment of policies and practices that enable program participants to exercise rights afforded to them under subtitle B of title VII of the Act, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. Designation of staff in family projects to ensure that children of program participants are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and other appropriate services or programs authorized under subtitle B of title VII of the Act;
  - e. Status of the sub-contractor, its officers, and employees regarding debarment or suspension of business with the Federal Government; and
  - f. Agreement to provide information such as data and reports, as required by LACDA; and
- 5) To monitor the required match and report on match to the LACDA;
- 6) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
- 7) To monitoring requirements at least annually;
- 8) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

- 9) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);
  - 10) Enter into sub-contractor agreements requiring sub-contractors to operate the project in accordance with the provisions of this Agreement and all requirements under 24 CFR part 578 and conditions specified in the applicable CoC Program Notice of Funding Availability (NOFA).
  - 11) To consistently participate in the local Homeless Management Information System (HMIS) that has the capacity to collect unduplicated counts of individuals and families experiencing homelessness (unless a recipient is a domestic violence provider, in which case it must use a comparable database and provide de-identified information) in compliance with 24 CFR §578.7(b)(4).
- s. TCMH agrees to maintain compliance with adequate Accounting Procedures to ensure the proper disbursement of, and accounting for, CoC Program administrative cost grant funds and all financial transactions are conducted, and that records are maintained and/or submitted to the LACDA in accordance with generally accepted accounting principles. Records of all payment requests are made in compliance with 24 CFR §84 and §85.

### **C. SERVICES TO BE PERFORMED BY THE LACDA**

The LACDA will provide the following:

- 1) The appropriate rental assistance services detailed in 24 CFR, Part §578.51 for eligible participants;
- 2) Training for TCMH staff and notification to TCMH staff of any changes in regulation, policy, or rules;
- 3) Sufficient copies of all forms necessary for processing clients; and
- 4) A staff liaison to facilitate application and eligibility procedures.

The LACDA assumes no responsibility to pay for salaries or any other expenses of TCMH. It is understood by both parties that the LACDA makes no commitment to provide rental assistance for this project beyond the term of this Agreement.

ATTACHMENT II  
COC PROGRAM HANDBOOK



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

**DATE:** December 17, 2025

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

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

**BY:** Sara Rodriguez, LMFT, MHSA Projects Manager  
Diana Acosta, CPA, Chief Financial Officer

**SUBJECT:** Consideration of Resolution No. 831 Authorizing the Expenditure of \$1,000,000 from its Capital Facilities and Technological Needs (CFTN) Plan Funds for Tenant Improvements and Technology Infrastructure

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Summary:

Tri-City Mental Health Authority (TCMHA) requests approval for the expenditure of Capital Facilities and Technological Needs (CFTN) funds in an amount not to exceed one million dollars (\$1,000,000) for office space expansion to include tenant improvements and information technology infrastructure. Tenant and information technology improvements are being requested as part of leasing additional space to accommodate staff due to expanded programming.

Background:

Tri-City has leased space at the 1900 Royalty site for more than a decade. With the plan of acquiring additional suites at the neighboring 1902 Royalty location, various tenant improvements are being requested to address safety, confidentiality, storage and operational needs. These tenant and information technology infrastructure improvements are planned for suites 120, 130, 140, and 160 at the 1902 Royalty location.

This CFTN project proposal was posted for a 30-day public review and comment period from November 17, 2025, through December 16, 2025. Following the 30-day comment period, the CFTN project proposal will be presented to the TCMA Governing Board and Mental Health Commission during a joint meeting scheduled for December 17, 2025. After the Mental Health Commission recommends approval, the Governing Board, as part of the joint session, will proceed with its final review and make a formal determination on the adoption of the CFTN project proposal.

Fiscal Impact:

The total amount required to complete the office space expansion, which includes tenant improvements and information technology infrastructure, is estimated not to exceed \$1,000,000 of CFTN funds.

**Governing Board of Tri-City Mental Health Authority**  
**Consideration of Resolution No. 831 Authorizing the Expenditure of \$1,000,000 from its**  
**Capital Facilities and Technological Needs (CFTN) Plan Funds for Tenant Improvements**  
**and Technology Infrastructure**  
**December 17, 2025**  
**Page 2 of 2**

*Tenant improvements:* It is estimated that tenant improvements will range from \$722,000 to \$1,010,800. The building owner has agreed to cover 70% of these costs, with Tri-City to incur 30% of the total cost of tenant improvements. This arrangement would bring Tri-City’s estimated range to \$216,600 to \$303,240.

*Information technology improvements:* The information technology infrastructure improvements are estimated to cost \$495,000 to \$660,000. Tri-City will be responsible for 100% of the cost for information technology infrastructure improvements.

Considering the tenant improvement cost sharing with the building owner, the total estimated cost that Tri-City will incur ranges from \$711,000 to \$963,240.

<b>Expense Category</b>	<b>Total Project Cost Range</b>	<b>Owner's Contribution (70% of TI)</b>	<b>Tri-City's Share (30% of TI + 100% of IT)</b>	<b>Funding Source</b>
<b>Tenant Improvements (TI)</b>	\$722,000 - \$1,010,800	Covered by Building Owner	\$216,600 - \$303,240	CFTN Funds (Tri-City's portion)
<b>Information Technology (IT) Improvements</b>	\$495,000- \$660,000	\$0 (Tri-City responsible for 100%)	\$495,000- \$660,000	CFTN Funds
<b>Total Estimated Project Cost (Tri-City Portion)</b>			<b>\$711,000- \$963,240</b>	CFTN Funds (not to exceed \$1,000,000)

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 831 authorizing the expenditure of CFTN Funds in the amount of \$1,000,000 for tenant improvements and technology infrastructure.”

Attachments

*Attachment 13-A:* Resolution No. 831 - Draft

*Attachment 13-B:* CFTN Plan for Mental Health Services Act (MHSA) Capital Facilities and Technological Needs Project Proposal - Draft

## RESOLUTION NO. 831

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXPENDITURE IN THE APPROXIMATE AMOUNT OF \$1,000,000 OF MHSA CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) PLAN FUNDS FOR OFFICE SPACE EXPANSION, TENANT IMPROVEMENTS, AND INFORMATION TECHNOLOGY INFRASTRUCTURE

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 utilize funds from the Mental Health Services Act (MHSA) Capital Facilities and Technological Needs (CFTN) Plan for Fiscal Year 2025-26 for office space located at 1902 Royalty Drive in Pomona, California, tenant improvements, and information technology infrastructure project.

B. The Authority affirms that the project proposal under the CFTN Plan was developed through a Community Planning Process.

2. **Action**

The Governing Board approves the CFTN Project Proposal, and authorizes the Executive Director to spend CFTN Plan funds in the approximate amount of \$1,000,000 for costs related to office space expansion, tenant improvements, and information technology infrastructure as described in the CFTN Plan.

3. **Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

DRAFT



## Mental Health Services Act (MHSA) Capital Facilities and Technological Needs Project Proposal

1

*Capital Facilities and Technological Need means projects for the acquisition and development of land and the construction or renovation of buildings or the development, maintenance or improvement of information technology for the provision of Mental Health Services Act administration, services, and supports. (9 C.C.R. § 3200.022).*

### **SUBJECT**

Tri-City Mental Health Authority (TCMHA) requests approval for the expenditure of Capital Facilities and Technological Needs (CFTN) funds in an amount not to exceed one million dollars (\$1,000,000) for office space expansion to include tenant improvements and information technology infrastructure.

### **PROJECT SUMMARY**

In an effort to accommodate space for staffing as a result of expansion of programming directly related and impacted by the passing of Prop 1, tenant improvements are necessary as part of the leasing of additional space. Various suites at the 1902 Royalty Drive building in Pomona are going to be leased for an initial five-year term and to get this space ready for its intended use, significant tenant improvements will be required. In addition, various information technology infrastructure will also be required.

- Location: 1902 Royalty Drive, Pomona — Suites 120, 130, 140, and 160 (this building is conveniently located right next door to 1900 Royalty Drive where Tri-City currently leases various suites)
- Purpose: Expansion of office space, enhance safety, confidentiality, storage capacity, and overall functionality for mental health services delivery
- Timeline: Estimated 2–3 months for completion
- Funding source: Capital Facilities and Technological Needs (CFTN) funds sufficient to cover the combined costs for both tenant improvements and technology improvements with total amount not to exceed \$1,000,000.
- Cost-sharing for tenant improvements: Building owner to cover 70% of total tenant improvement costs; Tri-City to cover 30% of total tenant improvement costs.
- Cost for technology improvements: Tri City is to cover 100% of technology improvements.

**ATTACHMENT 13-B**



## **BACKGROUND**

Tri-City currently leases suites at 1900 Royalty Drive in Pomona and a result of overall increases in staffing throughout the past several years and projected growth, additional office space is required. With newly acquired space at 1902, tenant and technology improvements are planned for suites 120, 130, 140, and 160 to address safety, confidentiality, storage, and operational needs.

## **TENANT IMPROVEMENTS**

The Scope of Capital Improvements include but are not limited to the following:

### Safety, confidentiality, and functionality

- Soundproofing: Soundproofing panels on walls to reduce noise transfer and protect confidentiality.
- Storage: Built-in or secured-to-wall storage cabinets to support safe, organized operations.
- Doors (noise control): Solid-core doors that close softly to cancel noise and minimize disruptions.
- Doors (visibility): Small safety glass windows in doors to allow vision into rooms for security.

### Finishes and lighting

- Paint: Soft and warm tones throughout to promote a calming environment.
- Lighting: LED lighting throughout, with adjustable power settings in conference and multipurpose spaces.

### Power and infrastructure

- Electrical: Additional electrical outlets throughout, with charging stations to support staff and client needs.
- Panic systems: Panic button-enabled electrical infrastructure where applicable.

### Flooring specifications

- Bathrooms: Tile
- Corridors, kitchen/break rooms, workstations, multipurpose rooms: Hardwood
- Private offices and conference rooms: High-durability carpet



### Client Accessible Areas

- Bathrooms: Tile
- Corridors, lobby, kitchen/break rooms, 2–3 select interview rooms: Hardwood
- Family rooms, playrooms, most interview rooms, conference room: High-durability carpet

### **INFORMATION TECHNOLOGY INFRASTRUCTURE**

In order to accommodate the movement of staff into the new space, which includes new staff, various Information Technology related infrastructure and equipment is needed. The costs of these IT needs are estimated to be approximately up to \$660 thousand which includes but not limited to the following:

- Network & Cabling
- Workstations & Peripherals
- Mobile Devices
- Server Infrastructure, Power, Security
- Software & Licensing
- Audio Visual Equipment for Conference Rooms
- Access Control

### **STAKEHOLDER INVOLVEMENT**

Under State MHSA regulations (9 C.C.R. § 3315(b)), any update to the MHSA Program outside the required annual update must undergo a local review process that includes a 30-day public comment period, although a public hearing is not expressly required. For this project, the proposal was made available for public review from November 17, 2025, through December 16, 2025, via Tri-City's website and social media (Facebook, Instagram, and X [formally twitter]). The proposal was also distributed to community locations including city halls, libraries, and community centers. All feedback received during the comment period will be shared with staff and considered as appropriate.



Mental Health Services Act (MHSA)  
Capital Facilities and Technological Needs Project Proposal

Following the 30-day comment period, the CFTN project proposal will be presented to Tri-City's Governing Board and Behavioral Health Commission during a joint meeting scheduled for December 17, 2025. This public meeting will include community members and local stakeholders. After the Mental Health Commission recommends approval, the Governing Board, as part of the joint session, will proceed with its final review and make a formal determination on the adoption of the CFTN project proposal.

**FISCAL IMPACT**

The total amount required to complete the office space expansion which includes tenant improvements and information technology infrastructure, is estimated not to exceed \$1,000,000 which includes the following:

Tenant Improvement

- Total estimated tenant improvements to range from \$722,000 to \$1,010,800.
- The building owner offered a general arrangement whereby they will commit to covering 70% of the proposed total improvements, while Tri-City will cover 30% of total tenant improvements.
- Initial estimated range of Tri-City's costs is between \$216,600 to \$303,240. (Dependent on market and costs of materials).

Information Technology Infrastructure

- Total estimated information technology needs range from \$495,000 to \$660,000.
- Tri-City is responsible for 100% of these costs.

Total Cost Range

- Tri-City's costs range from \$711,000 to \$963,240.



Mental Health Services Act (MHSA)  
Capital Facilities and Technological Needs Project Proposal

The requested MHSA CFTN funds will be applied toward Tri-City's share for tenant improvements (30% of total cost) and technology improvements (100% of total cost) at 1902 Royalty Drive, suites 120, 130, 140, and 160. Using the requested CFTN funds for these improvements will reduce the risk of MHSA fund reversion by enabling expenditure within the period required by statute and local policy. If approved, the project will take effect on December 17, 2025, with estimated construction duration of 2–3 months (subject to permitting and procurement timelines). Any remaining Tri-City expenditures beyond \$1,000,000 would require additional funding sources or budget adjustments, stakeholder involvement and Governing Board approval.

DRAFT



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

**DATE:** December 17, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 832 Authorizing the Executive Director to Negotiate and Execute the Lease Agreement with 1902 Royalty Drive, LLC for Office Space, Including Tenant Improvements, Located at 1902 Royalty Drive In Pomona, California

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Summary:

TCMHA currently occupies and leases various suites for office space at the 1900 Royalty Avenue in the City of Pomona, totaling approximately 18,000 square feet. Management is seeking to lease additional space to accommodate staff in the provision of direct client care in the sister building right next door. TCMHA Management is seeking authorization to lease Suites 120, 130, 140 and 160 at 1902 Royalty Drive, in Pomona, California for a period of five years, effective December 18, 2025.

Background:

Since 2010, TCMHA has occupied office space at the 1900 Royalty Drive location in Pomona, CA and over the years, additional office space leases have been added. Currently, TCMHA occupies approximately 17,625 square feet in the 1900 Royalty Drive building under a lease that was just renewed for five years and ending on June 30, 2030. In addition to just having renewed the leases for the existing space, management is now also seeking to increase the number of suites leased in order to accommodate staff and expand services.

The twin/sister building right next door is located in the same parking lot and is owned by the same lessor and currently has space available for lease. The address is 1902 Royalty Drive, Pomona, California and the space currently available includes a total of four suites (Suites #120, #130, #140 and #160) with a total of approximately 9,751 square feet. This additional space will be specifically for staff who provide direct client care and is expected to not only relieve the existing crowding of staff in other buildings, but will accommodate new staff with the expansion of services.

**Tenant Improvements, Capital Expenses & Space Planning:**

In order to accommodate the proposed staffing and programming in this new space, significant tenant improvements are necessary which include flooring, paint, noise cancelling doors for treatment rooms, plumbing for additional restrooms, and general construction and other adjustments to accommodate the programming targeted for this new space. Management has been working with a designer and space planner to appropriately fine tune the number of staff and the number of spaces, in addition to the relocation of existing staff.

The resulting required tenant improvements are initially estimated to be approximately \$722 thousand, however due to the current economic climate, it is currently difficult to provide solid or final estimates for the costs of materials which are expected to change and ultimately increase with an approximate range of up to \$1,010,800. The owner of the building has committed to covering 70% of the proposed tenant improvements, while TCMHA would cover the remaining 30%. As such the initial estimated portion of tenant improvements for TCMHA will range from approximately \$216,255 to \$303,240. As identified in the lease agreement, a deposit in the amount of \$225,000 will be paid to the lessor for TCMHA's portion of the tenant improvements.

The tenant improvement estimates (obtained by the owner) as of the date of this report are as follows:

Improvements	Material	Labor	Total
Plumbing	\$ 20,900	\$ 45,050	\$ 65,950
Air Conditioning (Labor & Material)			\$ 41,000
Construction	\$ 153,925	\$ 236,600	\$ 390,525
Electrician	\$ 57,366	\$ 107,100	\$ 164,466
Doors & Hardware	\$ 52,944		\$ 52,944
Construction Demo & Removal			\$ 7,200
			<u>\$ 722,085</u>

In addition to the tenant improvements, other capital expenses are required which will be covered by TCMHA that include and are not limited to furniture, lockers, cubicles, and IT infrastructure all of which will mostly be paid for through the use of MHA Capital Facilities & Technology Plan (CFTN) funds. A CFTN plan was posted on November 17, 2025 for a 30-day comment period and aimed at being presented for approval by the Governing Board during the December 2005 Governing Board meeting.

**Governing Board of Tri-City Mental Health Authority  
 Consideration of Resolution No. 832 Authorizing the Executive Director to Negotiate and  
 Execute the Lease Agreement with 1902 Royalty Drive, LLC for Office Space, Including  
 Tenant Improvements, Located at 1902 Royalty Drive In Pomona, California  
 December 17, 2025  
 Page 3 of 3**

**The Lease:**

The term of the lease will be for a total of 5 years beginning on the “Commencement Date” which is defined as the first day of the full calendar month that follows the date that is at least thirty (30) days after the Premises Delivery Date. The premises delivery date shall be that date on which the Lessor’s Work is substantially completed for the entire Premises (suites 120, 130, 140, and 160) and delivery (keys and possession) is made to Lessee. The delivery date is estimated to be in the month of March or April 2026. A summary of the new lease is noted below:

Suites 120 - 160	Sq Feet	Monthly Rental		Monthly Maintenance		Monthly	Annually
		Rate	Total	Rate	Per Month		
Year 1	9,751	\$ 2.00	\$ 19,502	\$ 0.65	\$ 6,338	\$ 25,840	\$ 310,082
Year 2	9,751	\$ 2.06	\$ 20,087	\$ 0.65	\$ 6,338	\$ 26,425	\$ 317,103
Year 3	9,751	\$ 2.12	\$ 20,690	\$ 0.65	\$ 6,338	\$ 27,028	\$ 324,334
Year 4	9,751	\$ 2.19	\$ 21,310	\$ 0.65	\$ 6,338	\$ 27,649	\$ 331,782
Year 5	9,751	\$ 2.25	\$ 21,950	\$ 0.65	\$ 6,338	\$ 28,288	\$ 339,454
							<b>\$ 1,622,754</b>

Fiscal Impact:

As noted above, the annual fiscal impact will be a total of \$310,082 for year one of the lease and grand total of \$1,622,754 over the course of 5 years, which is set to begin approximately in March or April of 2026 and upon the “Commencement Date” being established which will be subsequent to the tenant improvements (in an amount up to \$303,240) being completed and thereafter an annual increase to the base rent of 3%. The funding will be from a combination of MHSA and Realignment dependent on the programs which will occupy the space.

Recommendation:

Staff recommends that the Governing Board adopts Resolution No. 832 authorizing the Executive Director to execute the Lease Agreement with 1902 Royalty Drive, LLC for the space and tenant improvements, located at 1902 Royalty Drive in Pomona California for a period of five years, for a total amount of \$1,622,754, effective December 18, 2025, with rent beginning on or about April of 2026 after tenant improvements are complete.

Attachment:

*Attachment 14-A: Resolution No. 832 - Draft*

## RESOLUTION NO. 832

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A FIVE-YEAR LEASE AGREEMENT WITH 1902 ROYALTY DRIVE, LLC, FOR OFFICE SPACE, INCLUDING TENANT IMPROVEMENTS, LOCATED IN POMONA, CA

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 enter into a 5-Year Lease Agreement with 1902 Royalty Drive, LLC, for office space at 1902 Royalty Drive in Pomona, California, in the total amount of \$1,622,754; and also pay for tenant improvements in an amount up to \$303,240.

B. The Authority affirms that 1902 Royalty Drive, LLC, is not an employee, agent, joint venture or partner of TCMHA; and that the Lease Agreement does not create or establish the relationship of employee and employer between Lessor and TCMHA.

2. **Action**

The Governing Board approves the Lease Agreement in substantially the same form as presented at its meeting on December 17, 2025, and tenant Improvements, with 1902 Royalty Drive, LLC, effective December 18, 2025 for suites 120, 130, 140 and 160 for five years set to begin as indicated on the Lease Agreement; and authorizes the Authority’s Executive Director to enter into and execute the Lease Agreement, and any Amendments or extensions of such Agreement.

3. **Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

DRAFT



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

**DATE:** December 17, 2025

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

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

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

**SUBJECT:** Consideration of Resolution No. 833 Authorizing the Executive Director to enter into a Three-Year Agreement with Centrescapes, Inc. for Landscape Maintenance Services, Beginning January 1, 2026 Through December 31, 2028 in the Amount of \$75,779, with an Option to Extend Two Additional Years

---

Summary:

Staff is seeking Governing Board approval to authorize Tri-City to enter into an agreement with CentreScapes, Inc. for landscape maintenance services. This agreement would allow CentreScapes, Inc to provide Landscape Maintenance Services for four properties owned by Tri-City Mental Health Authority located at 2008 N. Garey Ave in Pomona, 2001 N. Garey Ave in Pomona, 1403 N. Garey Ave in Pomona, and 786 N. Park Avenue in Pomona.

Background:

On November 12, 2025, a Request for Proposal (RFP) for Landscape Maintenance Services was issued and posted on Tri-City's Website: TriCityMHS.org. Additionally, the RFP was distributed to 7 local landscape maintenance companies. A total of three companies attended the mandatory pre-proposal meeting on November 19, 2025 and these same three attendees submitted proposals: CentreScapes, Inc, Integrity Arborist and Ecoscape Inc., and Mariposa Landscapes Inc.

Proposals submitted are for a three (3) year initial agreement period with the possibility of two additional annual extensions for a total of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms, the concurrence of the Governing Board, and the annual availability of a budget appropriation. The bid amounts submitted by the three companies are listed below and the amounts are based on a five year agreement term:

**Governing Board of Tri-City Mental Health Authority  
 Consideration of Resolution No. 833 Authorizing the Executive Director to enter into a  
 Three-Year Agreement with Centrescapes, Inc. for Landscape Maintenance Services,  
 Beginning January 1, 2026 Through December 31, 2028 in the Amount of \$75,779, with an  
 Option to Extend Two Additional Years  
 December 17, 2025  
 Page 2 of 3**

	<b>CentreScapes</b>	<b>Integrity</b>	<b>Mariposa</b>
<b>Year 1</b>	\$ 24,516	\$ 38,602	\$ 29,352
<b>Year 2</b>	\$ 25,253	\$ 38,602	\$ 30,382
<b>Year 3</b>	\$ 26,010	\$ 38,602	\$ 31,447
<b>Year 4</b>	\$ 26,791	\$ 38,647	\$ 32,547
<b>Year 5</b>	\$ 27,595	\$ 38,647	\$ 33,683
	<b>\$ 130,165</b>	<b>\$ 193,100</b>	<b>\$ 157,411</b>

Proposals were reviewed and evaluated by a committee that included the Facilities Manager and Facilities Coordinator. The committee also held interviews on December 10<sup>th</sup> for the three proposers as part of the evaluation process. Evaluations were based on the following criteria:

1. Proposer’s qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Cost Proposal

Based on these evaluations, the committee is requesting for CentreScapes, Inc to be awarded the contract for landscape maintenance services. CentreScapes, Inc is a local (Pomona) owned landscaping business since 1992. They have a current State Contractors license and have staff certified with Department of Pesticide Regulation as a Qualified Applicator (QAC) and are members of the California Landscape Contractors Association. CentreScapes, Inc was the lowest bidder, local and therefore accessible, provides the scope of work needed for this RFP, and have appropriate references providing long-term landscaping services for several companies.

Under the Agreement, CentreScape, Inc will be responsible for turf mowing and edging, fertilization and weed control, trash and debris removal, tree and shrub maintenance, ground cover and beds, herbicide/pesticide application and irrigation services for the following Tri-City properties:

- 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
- 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
- 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
- 786 N. Park Avenue, Pomona, CA 91767 – Permanent Supportive Housing

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. 833 Authorizing the Executive Director to enter into a  
Three-Year Agreement with Centrescapes, Inc. for Landscape Maintenance Services,  
Beginning January 1, 2026 Through December 31, 2028 in the Amount of \$75,779, with an  
Option to Extend Two Additional Years  
December 17, 2025  
Page 3 of 3**

Fiscal Impact:

The fiscal impact for the five-year agreement is \$130,165 (\$75,779 for the first 3 years and \$54,386 for the Optional 2 years) and funding will come from a combination of Realignment and MHSA funding.

- Year 1 \$24,516 (January 1, 2026 through December 31, 2026)
- Year 2 \$25,253 (January 1, 2027 through December 31, 2027)
- Year 3 \$26,010 (January 1, 2028 through December 31, 2028)
- Year 4 \$26,791 (January 1, 2029 through December 31, 2029)
- Year 5 \$27,595 (January 1, 2030 through December 31, 2030)

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 833 awarding the Agreement for Landscape Maintenance Services to CentreScapes, Inc.; and authorizing the Executive Director to execute a Three-Year Agreement with CentreScapes, Inc for landscape maintenance services beginning January 1, 2026 through December 31, 2028, in the amount of \$75,779, with an option to extend two additional years, totaling \$130,165 for five years.

Attachments:

*Attachment 15-A:* Resolution No. 833 - Draft

*Attachment 15-B:* Agreement with CentreScapes, Inc. for Landscape Maintenance Services

## RESOLUTION NO. 833

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AWARDING A 3-YEAR AGREEMENT TO CENTRESCAPES, INC FOR LANDSCAPE MAINTENANCE SERVICES, BEGINNING JANUARY 1, 2026, WITH AN OPTION TO EXTEND TWO ADDITIONAL YEARS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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

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

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to provide landscape maintenance services to four of its properties located at 2008 N. Garey Ave in Pomona, 2001 N. Garey Ave in Pomona, 1403 N. Garey Ave in Pomona, and 786 N. Park Avenue in Pomona.

B. A Request for Proposals (RFP) for Landscape Maintenance Services was issued on November 12, 2025.

C. The Authority wants to award the Agreement for Landscape Maintenance Services to Centrescapes, Inc. in the amount of \$75,779 for three years beginning January 1, 2026 through December 31, 2028, in the amount of \$24,516 for Year 1; \$25,253 for Year 2; and \$26,010 for Year 3. The optional two-year agreement extension will cost \$26,791 in Year 4, and \$27,595 in year 5.

2. **Action**

The Governing Board approves and awards the Agreement for Landscape Maintenance Services to CentreScapes, Inc.; and authorizes the Authority’s Executive Director to enter into and execute a three-year Agreement with CentreScapes, Inc. beginning January 1, 2026 through December 31, 2028, in the amount of \$75,779; with an option to extend two additional years, totaling \$130,165 for five years.

3. **Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

DRAFT



**HOPE. WELLNESS. COMMUNITY.**

Let's find it together.

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by the residents  
of Pomona,  
Claremont and La  
Verne.

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

**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**CENTRESCAPES, INC.**

**DATED**

**JANUARY 1, 2026**

**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 15-B**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
1. PARTIES AND DATE. ....	1
2. INDEPENDENT CONTRACTOR. ....	1
3. SCOPE OF SERVICES. ....	1
4. PERFORMANCE OF SERVICES. ....	1
5. SUBCONTRACTORS. ....	2
6. TIME AND LOCATION OF WORK. ....	2
7. TERMS. ....	2
8. COMPENSATION. ....	3
9. TERMINATION. ....	3
10. LICENSES. ....	4
11. PROPRIETARY INFORMATION. ....	5
12. REPORTS AND INFORMATION. ....	5
13. RECORDS AND AUDITS. ....	5
14. CONFLICT OF INTEREST. ....	5
15. GENERAL TERMS AND CONDITIONS. ....	5
15.1 INDEMNITY. ....	5
15.2 INSURANCE. ....	6
15.3 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY. ....	7
15.4 PROHIBITION ON ASSIGNMENT. ....	7
15.5 CHANGES TO THE AGREEMENT. ....	7
15.6 CONTRACTOR ATTESTATION. ....	7
15.7 GOVERNING LAW, JURISDICTION, AND VENUE. ....	7
15.8 NON-USE OF NAMES. ....	8
15.9 NO THIRD-PARTY BENEFICIARIES. ....	8
16. REPRESENTATIVE AND NOTICE. ....	8
17. EXHIBITS. ....	8
18. EFFECTIVE DATE. ....	9
19. ENTIRE AGREEMENT. ....	9
20. SEVERABILITY. ....	9
21. WAIVER. ....	9
22. EXECUTION. ....	9

## AGREEMENT

### 1. PARTIES AND AGREEMENT DATE

THIS AGREEMENT (“Agreement”) is made and entered into as of January 1, 2026 (“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”) and CENTRESCAPES, INC. with its principal place of business at 165 Gentry Street, Pomona, CA 91767 (“CONTRACTOR”). TCMHA and CONTRACTOR are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 2. INDEPENDENT CONTRACTOR

The express intention of the parties is that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between CONTRACTOR and TCMHA or any employee or agent of CONTRACTOR. At all times CONTRACTOR shall be an independent CONTRACTOR and CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s employees, except as set forth in this Agreement. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

### 3. SCOPE OF SERVICES

CONTRACTOR shall provide the specified landscape services, labor and materials (“Services”) as set forth in ‘Exhibit A’, and the CONTRACTOR’s Proposal for Landscape Maintenance Services as set forth in ‘Exhibit B’, attached hereto and incorporated herein by this reference.

### 4. PERFORMANCE OF SERVICES

CONTRACTOR reserves the sole right to control or direct the manner in which services are to be performed. CONTRACTOR shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. CONTRACTOR shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Landscape Maintenance Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. CONTRACTOR warrants that it is not a Party to any other existing agreement which would prevent CONTRACTOR from entering into this Agreement or which would adversely affect CONTRACTOR’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition,

**4.1** CONTRACTOR shall cause the landscape maintenance services to be performed in accordance with TCMHA approved specifications.

**4.2** CONTRACTOR shall provide landscape maintenance services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, CONTRACTOR shall employ methods that are generally accepted and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement.

**4.3** CONTRACTOR shall take all reasonable steps during the course of performing any of the services so as not to interfere with the on-going operation of TCMHA business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access. CONTRACTOR shall be responsible and shall take necessary precautions to prevent public trespass into areas of work, until the time that the work is finished. Rubbish, green waste and construction debris shall be disposed of at an approved dump site. After removal operations have been completed, the grounds shall be left in a neat and presentable condition, satisfactory to the Tri-City Representative. The CONTRACTOR shall verify the location of all utilities prior to construction, repair or maintenance, and shall be held liable for all damages incurred due to his operations. The CONTRACTOR shall provide traffic control per the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), subject to approval by the Tri-City Representative.

Compliance with this section by CONTRACTOR shall not in any way excuse or limit the CONTRACTOR's obligations to fully comply with all other terms in this Agreement.

## **5. SUBCONTRACTORS**

Neither Party hereto may assign this Agreement, nor will CONTRACTOR subcontract any service requested hereunder to CONTRACTOR(s) unless consented to in writing by the Executive Director of TCMHA or Designee. After approval from TCMHA, any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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

CONTRACTOR shall perform the services required by this Agreement at any place or location and at any time as CONTRACTOR deems necessary and appropriate, so long as the services are provided within the manner and time frames outlined in 'Exhibit A' and 'Exhibit B.'

## **7. TERM**

The services and materials furnished under this Agreement shall commence on January 1, 2026 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on December 31, 2028, with an option to extend for two additional years through December 31, 2030; unless terminated in accordance with the provisions of Section 9 below.

## 8. COMPENSATION

For the full performance of this Agreement:

**8.1** The CONTRACTOR will bill on a monthly basis based on work performed and completion/delivery of Services as enumerated in Section 3 of this Agreement and only upon satisfactory delivery/completion of such Services in a manner consistent with professional and industry standards for the area in which CONTRACTOR operates. Invoices not including the proper dates of service or purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. TCMHA does not pay in-advance and shall not be responsible for any interest or late charges on any payments from TCMHA to CONTRACTOR.

**8.2** TCMHA shall pay CONTRACTOR an amount not to exceed amount as stated in 'Exhibit B'. TCMHA is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the amount listed in the CONTRACTOR's Proposal for Landscape Maintenance Services ('Exhibit B'), unless agreed upon in writing by TCMHA's Executive Director.

**8.3** CONTRACTOR acknowledges and agrees that, as an independent CONTRACTOR, the CONTRACTOR will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on CONTRACTOR's behalf, nor reimburse for any of CONTRACTOR's costs or expenses to deliver any Services including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon CONTRACTOR. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to CONTRACTOR.

**8.4** CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of Services within the terms of this Agreement. TCMHA will not accept or compensate CONTRACTOR for incomplete Services.

## 9. TERMINATION

This Agreement may be terminated only as follows:

**9.1** Written Notice. TCMHA may terminate this Agreement at any time, without cause, upon ten days (10) calendar days' prior written notice to the CONTRACTOR. CONTRACTOR agrees to cooperate fully in any such transition, including the transfer of records for Services performed. TCMHA will reimburse CONTRACTOR for its satisfactorily-completed Services up to the date specified in the notice of termination and for demobilization costs reasonably incurred by CONTRACTOR after that date.

**9.2** Neglect or Refusal to Comply. If at any time, CONTRACTOR fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof will be provided in writing to CONTRACTOR. Should the CONTRACTOR neglect or refuse to provide means for satisfactory compliance with the

Agreement, as directed by the TCMHA Representative, within the time specified in such notice, TCMHA in any such case shall have the power to terminate all or any portion of the Agreement.

**9.3 Breach.** TCMHA, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to CONTRACTOR if CONTRACTOR has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. CONTRACTOR's failure to complete the Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

**9.4 Non-payment.** CONTRACTOR, in its sole discretion, may terminate this Agreement effective upon written notice to TCMHA if TCMHA fails to pay the Compensation as defined in Section 8 (other than amounts which are subject to a good faith dispute between the Parties) to CONTRACTOR within thirty (30) calendar days of the applicable payment's due date.

**9.5 Effect of Termination.** No termination of this Agreement shall affect or impair CONTRACTOR's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, CONTRACTOR shall immediately deliver all paperwork or documentation related to the Services provided to TCMHA, which shall be consistent with all payments made to the date of termination.

## **10. LICENSES**

CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business and shall present a copy of the Business License after execution of this Agreement.

## **11. PROPRIETARY INFORMATION**

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

## **12. REPORTS AND INFORMATION**

The CONTRACTOR, at such times and in such forms as the TCMHA may require, shall furnish TCMHA such periodic reports as it may request pertaining to Services provided pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

### **13. RECORDS AND AUDITS**

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Services performed under this Agreement and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for accounting purposes to TCMHA or any authorized representative, and must be retained, at the CONTRACTOR's expense, for a minimum of seven (7) years, unless CONTRACTOR is notified in writing by TCMHA of the need to extend the retention period.

It is understood and agreed that the documents and other materials, including but not limited to those described above prepared pursuant to this Agreement, are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and CONTRACTOR agree that until final approval by TCMHA, all data, reports and other documents are not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both Parties.

### **14. CONFLICT OF INTEREST**

CONTRACTOR hereby certifies that no elected/appointed official or employee of the Authority is financially interested, directly or indirectly, in the provision of Services specified in this Agreement. Furthermore, CONTRACTOR represents and warrants to TCMHA that it has not employed or retained any person or company employed by TCMHA to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

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

#### **15.1 Indemnity.**

**15.1.1** To the maximum extent permitted by law, CONTRACTOR shall defend, indemnify, and hold TCMHA, its officials, officers, employees, volunteers, and agents serving as independent CONTRACTORS in the role of TCMHA officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of CONTRACTOR, its employees, its agents, or its subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of TCMHA. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, CONTRACTOR shall defend Indemnitees, at CONTRACTOR's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. CONTRACTOR shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing

the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONTRACTOR, City, its directors, officials, officers, employees, agents or volunteers. All duties of CONTRACTOR under this Section shall survive termination of this Agreement.

**15.1.2** CONTRACTOR must obtain executed indemnity agreements with provisions identical to those in Section 14.A.a from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of the Services. If CONTRACTOR fails to obtain such indemnities, CONTRACTOR shall be fully responsible and indemnify, hold harmless, and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged, or threatened, arising or claimed to arise out of, pertaining to, or relating to the acts or omissions of CONTRACTOR's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, CONTRACTORS, or their respective officers, agents, servants or employees (or any entity or individual that CONTRACTOR's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

**15.2 Insurance.** CONTRACTOR shall obtain and file with TCMHA, at CONTRACTOR's expense, a certificate of insurance before commencing any services under this Agreement as follows:

**15.2.1 Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

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

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

**15.2.4 Builder's Risk Property Insurance:** request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.

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

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

against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name TCMHA and CONTRACTOR as additional insured.

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

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

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

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

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

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

**15.7 Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

**15.8 Non-Use of Names.** Except as required by applicable law, neither Party shall use the name of the other Party in any publicity without the prior written permission of the Party whose name is to be used.

**15.9 No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the Parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary of this Agreement; and no third party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

## **16. REPRESENTATIVE AND NOTICE**

**16.1 TCMHA's Representative.** TCMHA hereby designates its Executive Director to act as its representative for the performance of this Agreement ("TCMHA's Representative"). TCMHA's Representative shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

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

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

**If to TCMHA:**

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

**If to CONTRACTOR:**

CentreScapes, Inc.  
165 Gentry Street  
Pomona, CA 91767  
Attn: President

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

## **17. EXHIBITS**

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Proposal from CONTRACTOR dated December 2, 2025

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

**18. EFFECTIVE DATE**

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

**19. ENTIRE AGREEMENT**

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

**20. SEVERABILITY**

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

**21. WAIVER**

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

**22. EXECUTION**

**22.1** Each person executing this Agreement on behalf of CONTRACTOR warrants that he or she is duly authorized to execute this Agreement on behalf of CONTRACTOR and that by his or her execution, CONTRACTOR is formally bound to the provisions of this Agreement.

**22.2** CONTRACTOR certifies it is aware of the requirements of Sections 313 of the California Corporations Code. If CONTRACTOR is a corporate entity, it shall either: (i) provide City written proof that each person executing this Agreement on CONTRACTOR's behalf is duly authorized to bind CONTRACTOR; or (ii) provide two signatories to this Agreement, of whom the first must be CONTRACTOR's chairman of the board, president, or a vice president and the second must be CONTRACTOR's secretary, an assistant secretary, its chief financial officer, or an assistant treasurer.

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

**TRI-CITY MENTAL HEALTH AUTHORITY**

**CENTRESCAPES, INC.,**

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

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

Attest:

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

Approved as to Form:  
RICHARDS WATSON & GERSHON LAW

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

## EXHIBIT A

### SCOPE OF SERVICES

The following are conditions and specifications covering general landscaping throughout Tri-City Mental Health Authority (“TCMHA”) facilities. This contract is based on performance and not limited to a certain number of visits. Results will be deemed acceptable if they meet these minimum specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. Upon written order of the TCMHA Representative, the Landscape Maintenance Contractor (“Contractor”) shall proceed with the work as increased, decreased or altered. If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said work.

The Contractor is required, as part of this agreement, to furnish all labor, materials, and equipment necessary to accomplish landscape maintenance services in accordance with the foregoing specifications. The Contractor will be reimbursed the wholesale cost of such materials and parts upon presentation of properly itemized invoices. The Contractor is expected to keep constant vigilance on the quality of their work performed throughout the facilities’ grounds. Any other types of materials required to be furnished will be considered as extra work.

The Contractor shall obtain prior approval of TCMHA for all expenditures above the monthly services. Prior approval shall not be required for monthly or recurring operating charges, or if in Contractor’s opinion, emergency expenditures over the maximum are needed to protect the property(ies) from damage, prevent injury to persons. In the event of an emergency, Contractor shall notify TCMHA, both in writing (via e-mail or text) and by phone, shortly after services have been requested to remedy the emergency.

#### **A. LOCATIONS**

To provide landscape maintenance services every two weeks, or when required, at the following Tri-City Mental Health Authority locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and Therapeutic Community Garden
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 786 N. Park Avenue, Pomona, CA 91768 – Permanent Supportive Housing

#### **B. TURF MAINTENANCE**

##### **23. Turf Mowing**

- Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

- Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

#### **24. Turf Edging**

- Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed.
- Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- Edging that cannot be addressed during regular visits due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

#### **25. Turf Fertilization & Weed Control**

- Grounds and turf shall be kept weed free.
- Cracks, expansion joints, and crevices shall be kept free of weeds at all times.
- Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.
- All sidewalks, driveways, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
- All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

#### **26. Trash and Debris Removal**

- During routine maintenance visits the Contractor is responsible for removing trash and debris from the property, including sidewalks, common seating areas, walkways, pathways, etc.
- Curbs, sidewalks, etc. shall be inspected weekly and maintained in a neat, clean and safe condition at all times.
- All areas shall be cleaned weekly to remove all deposits of silt, sand, gravel, glass, and any other foreign debris.

### **C. TREE AND SHRUB MAINTENANCE**

1. All pruning shall be done using the International Society of Arboriculture (ISA) pruning standards, ANSI A300 Standards, and ANSI Z133 Safety Standards. Excessive pruning, stubbing back, or topping will not be permitted unless specifically approved by a TCMHA Representative due to unforeseeable circumstances.

2. All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.
3. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
4. All formal hedges shall be sheared to maintain desired shape and height.
5. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
6. Dead or damaged portions of plants shall be removed whenever possible.
7. Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the Owner. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
8. Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. Owner shall be informed before any drastic cutbacks are performed.
9. All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
10. All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the TCMHA.
11. All new plant material and irrigation installations shall be guaranteed for a period of one calendar year, except due to "Acts of God" (i.e., damage or death of plant material due to wind or storm events), or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if it is determined by TCMHA that they died due to Contractor's negligence.
12. All plant material shall be trimmed to prevent encroachment onto private property.
13. Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.
14. Remove all dead, diseased and insect infested branches, and limbs.
15. Report severe damage or hanging limbs that are above fifteen feet (15') to the TCMHA Representative immediately. Limbs that have fallen or are otherwise lying on or contiguous to TCMHA maintained property shall be picked up by Contractor as soon as discovered or notified.
16. Contractor is required to evaluate trees two (2) times per year for removal of stakes and for pruning. A pruning schedule shall be submitted to the TCMHA Representative by October 15th of each year.
17. All trimmings and debris shall be removed and appropriately disposed of on the same day generated.

18. The Contractor shall provide replacement trees, at Contractor's expense, if trees are damaged or if the pruning and safety standards are not met.

#### **D. GROUND COVER & BEDS**

27. Open ground between plants shall be kept weed-free using mechanical or chemical methods.
28. All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
29. Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor.
30. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
31. Soil surfaces shall be raked smooth and cultivated regularly.
32. Vines shall be trimmed neatly against supporting structures and kept within bounds.
33. Sign faces and windows shall be kept clear of encroaching growth.
34. All wood chip areas shall be maintained weed free and shall be replenished as necessary to maintain optimum level in each area, generally three (3) inches below the top of the concrete curbing.

#### **E. IRRIGATION SERVICES**

1. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, including controllers and all components.
2. Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and insure proper time clock operations. The controllers shall be programmed according to seasonal requirements and to ensure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings.
3. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.
4. The Contractor shall notify TCMHA of needed repairs as soon as possible. The Contractor shall replace or repair any irrigation components damaged (i.e. normal wear and tear, vandalism) as soon as possible and the irrigation repairs will be paid for as additional work. If any irrigation components were damaged by the activities or neglect of the Contractor, the needed repairs will be at the Contractor's expense, as well as the cost for any water loss during this time.

Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Landscape Maintenance Contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten

sprinkler head). These minor repair items shall be corrected by Contractor as part of the landscape maintenance services.

- Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment.
  - Plants that die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.
  - Repair and adjust all sprinkler heads to maintain proper coverage.
  - Special watering requirements, i.e. fertilization programs, renovation, etc., or any needed variances will be discussed with the TCMHA Representative.
5. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide appropriate irrigation.

#### **F. HERBICIDE/PESTICIDE APPLICATION**

1. All work involving the use of chemicals shall be in compliance with all Federal, State and County laws. The Contractor shall have an employee who is a Licensed Pesticide Applicator.
2. Chemicals of any kind shall not be used in the community garden without the prior written approval of the TCMHA Representative.
3. Contractor will make every effort to promote Integrated Pest Management practices in the use of chemicals, management of weeds and pests in the contract area. Contact the TCMHA Representative with any major problems of weed or pest infestations.
4. Recommendations for pest control and the required chemical or combination of chemicals for each site must be turned in to the TCMHA Representative within thirty (30) calendar days after contract is awarded (including contract renewals) and at no additional cost to TCMHA. Should an unforeseen chemical application be necessary, a pest control recommendation shall be submitted to the TCMHA Representative (14) days prior to its use.
5. A pest control recommendation must be on file with the TCMHA Representative prior to use of special permit chemicals.
6. Repairs and Maintenance: the Contractor shall make, and/or supervise repairs, improvements, alterations and decorations to the property, and purchase and pay bills for services and supplies related to such maintenance and repairs.

#### **G. MISCELLANEOUS OPERATIONS**

1. Trash and recycling containers provided by TCMHA shall be emptied weekly, or more if necessary and washed after emptying (when necessary) as determined by the TCMHA Representative.
2. Contractor shall provide plastic liners for all trash cans at Contractor's expense.

3. All drains shall be kept free of vegetation, debris and algae to allow unrestricted water flow.
4. Clean outdoor/patio benches and tables when on site performing landscape maintenance services. Sanitation and frequency may vary with use and as specified by the TCMHA Representative.
5. Proper erosion control measures shall be implemented to protect against erosion of pathways, berms, and slopes; and no runoff shall be allowed to run into the watershed.
2. Any graffiti or vandalism that is placed on any surface within the work area shall be reported immediately to the TCMHA Representative.
3. Report any daylight burners or broken lights immediately to the TCMHA Representative.
4. Contractor shall be responsible for the checking of landscape maintenance areas and for the removal and disposal of broken branches, fallen trees, drainage systems and erosion control during inclement weather, and will be paid for as additional work.
5. In the event of inclement weather, if at any time the landscaped areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately, and will be paid for as additional work.
6. Safety
  - All operations will be conducted to provide maximum safety for the public.
  - Where contract work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at his own expense and place whatever signs, lights, barricades, cones or other safety devices are necessary to prevent accidents, injuries or damages, consistent with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), and with all other applicable ordinances and statutes.
  - When working, personnel shall wear safety reflective vests at all times.
  - Contractor's vehicles shall be properly identified with their name, logo and telephone number.
  - Notification of all "specialty type" maintenance operations shall be given to the TCMHA Representative 48 hours prior to each of these operations by the Contractor. "Specialty Type" maintenance operations are defined as fertilization, turf aerification, turf dethatching, and annual type bedding plant replacements.
  - Contractor shall not block walkways with equipment or materials during or after his maintenance operations.
  - Remove from maintained grounds, as necessary, any and all animal feces or materials detrimental to human health.
7. Reports and Records
  - The Contractor shall provide TCMHA a monthly maintenance schedule describing exact locations and areas of repairs and maintenance. Such reports shall be signed by the Contractor and the TCMHA Representative in charge of overseeing the work.

- Contractor shall provide TCMHA, in June of each fiscal year, with an Annual Fertilizer Report ('Form A') documenting all areas where fertilizer has been applied. Report shall show date, location, time, brand name, chemical analysis, rate of application and total quantity of fertilizer applied.
- The Contractor shall submit an Annual Herbicide/Pesticide Amounts Applied Report ('Form B') to TCMHA in June of each fiscal year.
- The Contractor shall submit reports and schedules when requested for the following:
  - Suggestions for improving problem areas.
  - Reports of work planned.
  - Cost information to perform extra work for upgrading specific areas.
- Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of seven (7) years by the Contractor. These records must be available for review upon request from the TCMHA Representative, County, State or Federal Officers.
- Contractor shall maintain an incident and maintenance log, and provide copies of this log to TCMHA.
- Contractor's monthly Invoice shall provide the date, service location, the work performed, a copy of the Work Order, if applicable, and total charges for the work performed.
- Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments.

##### 5. Extra Services

- The TCMHA Representative will place all requests for extra service directly to the Contractor by written Work Order or via telephone call or electronic mail. The TCMHA Representative reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekends and holidays.
  - After initial contact, and after the authorization to proceed is given by a TCMHA Representative, the Contractor shall respond accordingly and services shall be completed within a reasonable and expedient manner, based on the severity of the request. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor. Only upon request and authorization by the TCMHA Representative shall the Contractor perform non-emergency services work after hours. Contractor will notify the TCMHA Representative upon completion of work. Notification shall be within twenty-four (24) hours of completion of assigned task. Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination.
6. The Contractor shall comply with the National Pollution Discharge Elimination System (NPDES) Requirements. Contractor shall not discharge anything to the storm drain system. Contractor will contain any materials that may potentially reach a storm drain. Contractor shall provide to TCMHA annually in June of each fiscal year, an acknowledgement of adherence to these standards while performing work at TCMHA

locations.

7. Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such requests should be requested through USA (1-800-422-4133).
8. Contractor shall ensure that employees assigned to perform landscape maintenance services at TCMHA locations are trained when and how to communicate with supervisors and TCMHA in the event of an emergency.

## ANNUAL FERTILIZERS AND AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: \_\_\_\_\_

BRAND NAME	FERTILIZER ANALYSIS			Amount Applied (lbs)	Total Square Footage Fertilized in Jurisdiction During Reporting Year
	Nitrogen	Phosphorous	Potassium		
<b>Total</b>					

Note: Please indicate the TOTAL acreage to which all fertilizer recorded during the reporting year was applied. (i.e. how many square feet of turf grass have been fertilized) This should be one number representing the total square footage to which each type of fertilizer was applied.

By signing this Annual Fertilizer Report, I hereby attest that I am authorized to complete this form.

\_\_\_\_\_  
**Print Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

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

## ANNUAL HERBICIDE/PESTICIDES AMOUNTS APPLIED BY CONTRACTOR

Reporting Period: \_\_\_\_\_

Herbicide/Pesticide Class of Interest	Active Ingredient	Brand Name	EPA Registration Number	% Active Ingredient	Total Product Used*	Units (lbs., dry oz., liquid oz., gal)
Pyrethroid	Bifenthrin					
	Permethrin					
	Cypermethrin					
	Cyfluthrin					
Organophosphate	Malathion					
	Dimethoate					
	Diazinon					
	Chlorpyrifos					
Phenylpyrazole	Fipronil					
Phosphonoglycine	Glyphosate					
Plant Growth Regulator	2, 4-D (Phenoxy)					
	Potassium salt of glyphosate	Roundup				
	Oryzalin	Surflan A.S.				

\*Note: Total product from Herbicide/Pesticide container, not diluted amount applied.

By signing this Annual Herbicide/Pesticides Report, I hereby attest that I am authorized to complete this form.

\_\_\_\_\_  
**Print Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

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

**FORM B**

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

TRI-CITY MENTAL HEALTH AUTHORITY      HOPE. WELLNESS. COMMUNITY. *Let's find it together.*

**RFP NO. 2025-1101**

**ATTACHMENT B**  
**RFP COVER PAGE**

<b>Name of Person, Business or Organization:</b>	CentreScapes, Inc
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corporation)	Corporation
<b>Federal Tax ID Number:</b>	95-4557222
<b>Contact Person – Name</b>	Jason Marcus
<b>Contact Person – Address</b>	165 Gentry Street Pomona, CA 91767
<b>Contact Person – Phone Number (s)</b>	(909) 392-3303
<b>Contact Person – e-mail address</b>	jason.marcus@centrescapes.com

By signing this *RFP Cover Page* I hereby attest:

1. that I have read and understood all the terms listed in the RFP;
2. that I am authorized to bind the listed entity into this Agreement;
3. that neither I nor any principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local government agency;
4. that should this Proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted Proposal;
5. that I did not, in any way, collude, conspire or agree, directly or indirectly, with any person, agency, corporation or other Proposer in regard to the amount, terms, or conditions of this Proposal; and
6. that the information contained in the Proposal Packet and all accompanying documents is true and correct.

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Jason Marcus, President

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**DATE**



12-2-25

**PLEASE ATTACH ANY DOCUMENTS RELATED TO YOU OR YOUR AGENCY'S SUMMARY STATEMENT AS REQUIRED UNDER SECTION V.C.1 OF THIS RFP DOCUMENT.**



*CentréScapes, Inc.***Landscape Services**

State License No. C27 725746

December 3, 2025

Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711

RE: Proposal for Landscape Maintenance Services

To Whom it May Concern:

Attached please find the landscape maintenance proposal for Tri-City Mental Health Services Authority.

CentréScapes has thoroughly read all information in the provided RFP and attended the mandatory walk-through. CentréScapes has been providing landscape services for Tri-City since 2020 and we completely understand the site-specific needs and are prepared to perform all tasks. We are fully interested in the opportunity and committed to perform the required work at the highest landscape industry standards.

CentréScapes has been a family-owned business since 1992. Quality and service are the cornerstone of our continued growth and success. A proactive approach is always emphasized at each property we service.

CentréScapes is independent of TCMHA and the services to be provided will be in the capacity of independent contractor and not as an officer, agent, or employee of TCMHA. This proposal is irrevocable for 90 days from the closing date.

Thank you for this opportunity and we look forward to hearing from you.

Respectfully yours,



Jason K. Marcus  
President



---

165 Gentry Street • Pomona, CA 91767 • (909) 392-3303 • Fax (909) 392-3308 • [www.CentreScapes.com](http://www.CentreScapes.com)

**CentréScapes, Inc****Key Staff**

- **Jason Marcus**  
**President/Project Manager**

Jason has been with CentréScapes for the past 21 years. He started out as Operations Manager and is now President of the company. Jason has a Bachelor's Degree in Business Management from Cal Poly Pomona.

- **Lucio Granados**  
**Area Supervisor and Irrigation Technician**

Lucio has been a key employee for CentréScapes since 1999. He is responsible for the oversight of 15 crews throughout Southern California. Lucio has extensive training and certification in irrigation repair and installation, and is knowledgeable in many different irrigation systems.

- **Leobardo Albarran**  
**Crew Supervisor**

Leobardo is one of our most trustworthy supervisors and has been with CentréScapes since 2007.

- **Hector Espindola**  
**Crew Supervisor**

Hector is another of our trustworthy employees. He started as a crew member in 2022 and was promoted to supervisor in 2024.

TRI-CITY MENTAL HEALTH AUTHORITY HOPE. WELLNESS. COMMUNITY. *Let's find it together.*

RFP NO. 2025-1101

**ATTACHMENT C**

**PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS**

Company Name: Centrescapes, Inc	Address: 165 Gentry Street Pomona, CA 91767
Owner, Principal Officer: Mark Marcus	Headquarters Location & Date of Establishment: Pomona, CA / 1992
Email: jason.marcus@centrescapes.com	Website: www.centrescapes.com
Phone: (909) 392-3303	Fax: (909) 392-3308

- List license(s) and corresponding numbers/classification applicable or required for the Scope of Work of this Proposal:  
Contractors State License Board C27-725746  
QAC# 107848  
\_\_\_\_\_  
\_\_\_\_\_
- Have you ever operated this business under a different name? Yes No   
If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- On Going Legal Proceedings:** Provide details on any litigation in which you/your company have been the subject of a lawsuit in the past five (5) years. If none, then write "NONE."  
NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?  
Yes No   
If the answer is yes, explain the circumstances in the following space:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Continued on Page 2]

TRI-CITY MENTAL HEALTH AUTHORITY HOPE. WELLNESS. COMMUNITY. **Let's find it together.**

**RFP NO. 2025-1101**

**List references** for projects of similar size and scope of work for this Proposal that you/your company are/is currently *working on or has completed* in the last 5 years:

1. Agency Name: The Renken Co- Upland Business Park Contact Name: Bobby Del Real  
 Contact e-mail: bobby.delreal@renkenco.com Contact Phone: (909)482-1060  
 Scope of Work: Landscape Maintenance, Irrigation Control  
 Agreement Amount: \$895/month Agreement Start/End Date: 1999
  
2. Agency Name: Essex Realty / Advent Enterprises Contact Name: Kirsten McDaniel  
 Contact e-mail: kmcdaniel@essexrealty.com Contact Phone: (909)475-0794  
 Scope of Work: Landscape Maintenance, Irrigation Control  
 Agreement Amount: \$900/month Agreement Start/End Date: 2020
  
3. Agency Name: Portos West Covina Contact Name: Jorge Villa  
 Contact e-mail: jorge@vpimcorp.com Contact Phone: (562)869-8000  
 Scope of Work: Landscape Maintenance, Irrigation Control  
 Agreement Amount: \$1695/month Agreement Start/End Date: 2019
  
4. Agency Name: Poseidon Enterprises Contact Name: Jennifer Galloway  
 Contact e-mail: jennifer@poseidonllc.com Contact Phone: (909)949-0522  
 Scope of Work: Landscape Maintenance, Irrigation Control  
 Agreement Amount: \$590/month Agreement Start/End Date: 2024
  
5. Agency Name: Ampac Management / Mandarin Plaza Contact Name: Scott Wang  
 Contact e-mail: ampac@aol.com Contact Phone: (323)268-1800  
 Scope of Work: Landscape Maintenance, Irrigation Control  
 Agreement Amount: \$2000/month Agreement Start/End Date: 1999

**Subcontractor** to be utilized, if applicable:

1. Agency Name: V&A Tree Service Contact Name: Alvaro Vargas  
 Contact e-mail: vatreeserviceinc@yahoo.com Contact Phone: (714)583-2123  
 Specialty: Tree trimming Years in Business: 25  
 Scope of Work: Tree trimming

RFP NO. 2025-1101

**ATTACHMENT D  
PROPOSER COMPANY WORK PROCESS INFORMATION**

As part of Proposal, Proposers are required to respond to the following questions:

- 1. Describe how service will be provided and proposed timelines and outcomes:

All four properties will be serviced by a fully trained roving crew. Our crews are based locally at our corporate office in Pomona. Services will follow the same schedule weekly. Time and day of the week to be determined.

- 2. Describe your quality control procedures:

The supervisor of the assigned crew is responsible for the quality and performance of the jobs and is held accountable with daily checkins. President Jason Marcus inspects the properties regularly and provides pictures to crews of tasks to complete and recommendations to the property's management. Lucio, or irrigation supervisor, will also inspect the properties for any issues or needed repairs.

- 3. Describe your method for handling customer complaints/problems:

Any complaints will be handled by Jason Marcus immediately and corrected in the field. Jason will follow up with emails, phone calls, pictures, and any necessary walk-throughs and/or meetings.

[Continued on Page 2]



Example of Quality Assurance Report

**MONTHLY SITE ASSESSMENT REPORT**

***Property Name:***

***Date:***

***Month of Report:***

***Report Processed By:***

**CARRYOVER ITEMS:**

**MAINTENANCE ITEMS:**

**ITEMS OF CONCERN:**

**FUTURE MAINTENANCE ITEMS:**

MF MONTHLY SITE ASSESSMENT REPORT 2025

RFP NO. 2025-1101

**ATTACHMENT E**  
**EXCEPTION(S) TO SPECIFICATIONS AND/OR**  
**SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements
- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

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- We **have no** exceptions to any other section of the RFP document or Independent Contractor Agreement.
- We **have** exceptions to the RFP document or Independent Contractor Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

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TRI-CITY MENTAL HEALTH AUTHORITY HOPE. WELLNESS. COMMUNITY. *Let's find it together.*

RFP NO. 2025-1101

**ATTACHMENT F  
PROPOSER PRICE PROPOSAL**

To ensure consistency and for proper analysis, cost/pricing submission should follow the format reflected and completed in its entirety. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount. The Proposer should consider the Scope of Services as set forth in **Section III** and as required under **Section V.C.5** of this RFP.

The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to complete the scope of services or expected number of hours with hourly rate.

Description of Services	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
786 N. Park Ave Pomona						
<b>Mowing</b> (Includes edging, string-trim, and clean-up)		\$ 1680	\$ 1730	\$ 1783	\$ 1836	\$ 1892
<b>Detailing</b> (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)		\$ 1680	\$ 1730	\$ 1783	\$ 1836	\$ 1892
<b>Fertilization/Chemical Treatments/Pest Control</b> (Fungicide, insecticide, herbicide)		\$ 420	\$ 433	\$ 445	\$ 459	\$ 472
<b>Irrigation</b> (Spring start up, winterizing, inspection, maintenance and repair)		\$ 420	\$ 433	\$ 445	\$ 459	\$ 472
<b>Annual Flowers</b>	N/A	\$	\$	\$	\$	\$
<b>GRAND TOTAL</b>		\$ 4200	\$ 4326	\$ 4456	\$ 4590	\$ 4728

Vendor/Company Name: Centrescapes Inc

Name of Authorized Representative: Jason Marcus

Authorized Representative Signature: 

Date: 12-2-25



TRI-CITY MENTAL HEALTH AUTHORITY HOPE. WELLNESS. COMMUNITY. *Let's find it together.*

RFP NO. 2025-1101

**ATTACHMENT F  
PROPOSER PRICE PROPOSAL**

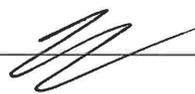
To ensure consistency and for proper analysis, cost/pricing submission should follow the format reflected and completed in its entirety. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount. The Proposer should consider the Scope of Services as set forth in **Section III** and as required under **Section V.C.5** of this RFP.

The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to complete the scope of services or expected number of hours with hourly rate.

Description of Services 2001 N. Garey Ave Pomona	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
					Mowing (Includes edging, string-trim, and clean-up)	52
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)	52	\$ 2424	\$ 2497	\$ 2572	\$ 2649	\$ 2728
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)	6	\$ 606	\$ 624	\$ 643	\$ 662	\$ 682.50
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)	12	\$ 606	\$ 624	\$ 643	\$ 662	\$ 682.50
Annual Flowers	N/A	\$	\$	\$	\$	\$
<b>GRAND TOTAL</b>		\$ 6060	\$ 6242	\$ 6430	\$ 6622	\$ 6821

Vendor/Company Name: CentreScapes, Inc

Name of Authorized Representative: Jason Marcus

Authorized Representative Signature: 

Date: 12-2-25

RFP NO. 2025-1101

**ATTACHMENT F  
PROPOSER PRICE PROPOSAL**

To ensure consistency and for proper analysis, cost/pricing submission should follow the format reflected and completed in its entirety. Prices will be based on the specified number of occurrences per year beginning on the effective the of the Independent Contractor Agreement, and should include all labor, material cost, sub-contracted expense, overhead, tax, and the total not-to-exceed amount. The Proposer should consider the Scope of Services as set forth in **Section III** and as required under **Section V.C.5** of this RFP.

The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to complete the scope of services or expected number of hours with hourly rate.

Description of Services 2008 N. Garey Ave. Pomona	No. of Occurrences Per Year	Year 1	Year 2	Year 3	Optional Contract Extension	
					Year 4	Year 5
Mowing (Includes edging, string-trim, and clean-up)	N/A	\$	\$	\$	\$	\$
Detailing (Shrub pruning, tree pruning, palm pruning, weeding and general cleanup of the entire property)		\$ 6912	\$ 7120	\$ 7334	\$ 7554	\$ 7779
Fertilization/Chemical Treatments/Pest Control (Fungicide, insecticide, herbicide)		\$ 864	\$ 890	\$ 916	\$ 944	\$ 973
Irrigation (Spring start up, winterizing, inspection, maintenance and repair)		\$ 864	\$ 890	\$ 916	\$ 944	\$ 973
Annual Flowers	N/A	\$	\$	\$	\$	\$
<b>GRAND TOTAL</b>		\$ 8640	\$ 8900	\$ 9166	\$ 9442	\$ 9725

Vendor/Company Name: Centrescapes, Inc

Name of Authorized Representative: Jason Marcus

Authorized Representative Signature: 

Date: 12-2-25







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

**DATE:** December 17, 2025

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

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

**BY:** Micaela P. Olmos, CPMC, JPA Administrator/Clerk

**SUBJECT:** Consideration of Resolution No. 834 Approving an Agreement with Executive Linguistic Agency, Inc. for Language Translation and Interpretation Services; and Authorizing the Executive Director to execute the Agreement

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Summary:

Pursuant to the Brown Act updates under Senate Bill 707, Tri-City Mental Health Authority (“TCMHA”) is required, in addition to other several requirements, to provide language access by translating meeting agendas and website instructions into applicable languages which are  $\geq 20\%$  of population with limited English proficiency; and also, to provide reasonable assistance for interpretation during said meetings.

Background:

Staff anticipate an increased need for translator and interpreter services as a result of the expansion of the Brown Act to include requirements for improved language access. In addition, according to the Authority’s policy on *Cultural and Linguistic Inclusion and Competence*, TCMHA is required to provide linguistically appropriate services for its clients in their preferred language. TCMHA currently has an Agreement with Language Line Services, Inc. for translation and interpreter services; and for the past 11 years, TCMHA has also worked on and off with Executive Linguistic Agency, Inc. (“ELA”) for the same services.

ELA is a Language Service Provider in its 47th year of service providing interpreting, translation, and transcription services in all languages, nationwide. ELA also has a vast and qualified network of certified interpreters and translators, who provide interpreting services on-site (in-person), via video remote (virtual), over-the-phone, and provide written translations for all languages.

Therefore, it is recommended to enter into a new Agreement with ELA to have an additional contractor available to provide translation and interpreter services on demand when needed.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 834 Approving an Agreement with Executive Linguistic Agency, Inc. for Language Translation and Interpretation Services; and Authorizing the Executive Director to execute the Agreement***  
**December 17, 2025**  
**Page 2 of 2**

Fiscal Impact:

The average annual cost for language translation and interpreter services has ranged approximately between \$20,000.00 - \$30,000.00. However, It is anticipated that future costs related to meet the requirements under SB 707, will increase an additional \$10,000.00.

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 834, approving an agreement with Executive Linguistic Agency, Inc., for language translation and interpreter services; and Authorizing the Executive Director to execute the Agreement.

Attachments:

*Attachment 16-A:* Resolution No. 834 - Draft

*Attachment 16-B:* Agreement with Executive Linguistic Agency, Inc. for Language Translation and Interpreter Services

## RESOLUTION NO. 834

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH EXECUTIVE LINGUISTIC AGENCY, INC. FOR LANGUAGE TRANSLATION AND INTERPRETER SERVICES; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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

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

A. Pursuant to the Brown Act updates under Senate Bill 707, Tri-City Mental Health Authority (“Authority”) is required, in addition to other several requirements, to provide language access by translating meeting agendas and website instructions into applicable languages which are  $\geq 20\%$  of population with limited English proficiency; and also, to provide reasonable assistance for interpretation during said meetings.

B. Also, pursuant to the Authority’s policy on *Cultural and Linguistic Inclusion and Competence*, the Authority is required to provide linguistically appropriate services to clients in their preferred language.

C. Executive Linguistic Agency, Inc., represents that it can provide language translation and interpreter services necessary for this purpose.

2. **Action**

The Governing Board hereby approves the Agreement with Executive Linguistic Agency, Inc., in substantially the same form as presented at its meeting on December 17, 2025; and authorizes the Authority’s Executive Director to execute the Agreement and any amendments or extensions of such Agreement thereafter.

3. **Adoption**

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 17, 2025, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

DRAFT



**HOPE. WELLNESS. COMMUNITY.**

**Let's find it together.**

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

[www.tricitymha.ca.gov](http://www.tricitymha.ca.gov)

**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**EXECUTIVE LINGUIST AGENCY, INC.**

**DATED**

**DECEMBER 17, 2025**

**Administrative Office**

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

**Clinical Office / Adult**

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

**Clinical Office / Child & Family**

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

**MHSA Administrative Office**

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

**Wellness Center**

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

**ATTACHMENT 16-B**

**TABLE OF CONTENTS**

	<u>Section Page</u>
1. PARTIES AND DATE. ....	1
2. CONTRACTOR. ....	1
3. SCOPE OF SERVICES. ....	1
4. PERFORMANCE OF SERVICES. ....	1
5. SUBCONTRACTORS. ....	2
6. TIME AND LOCATION OF WORK. ....	2
7. TERMS. ....	2
8. TERMINATION. ....	2
8.1 WRITTEN NOTICE. ....	2
8.2 EFFECT OF TERMINATION. ....	2
9. COMPENSATION. ....	2
10. LICENSES. ....	3
11. PROPRIETARY INFORMATION. ....	3
12. AUDITS. ....	3
13. CONFLICT OF INTEREST. ....	3
14. GENERAL TERMS AND CONDITIONS. ....	4
14.1 INDEMNITY. ....	4
14.2 INSURANCE. ....	4
14.3 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.....	5
14.4 CHANGES TO THE AGREEMENT. ....	5
14.5 RECORDS. ....	6
14.6 BUSINESS ASSOCIATE AGREEMENT. ....	6
14.7 CONTRACTOR ATTESTATION. ....	6
14.8 NO USE OF NAMES. ....	6
14.9 GOVERNING LAW, JURISDICTION, AND VENUE. ....	7
15. REPRESENTATIVE AND NOTICE. ....	7
15.1 TCMHA’S REPRESENTATIVE. ....	7
15.2 CONTRACTOR’S REPRESENTATIVE. ....	7
15.3 DELIVERY OF NOTICES. ....	7
16. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT. ....	7
17. EXHIBITS. ....	8
18. EFFECTIVE DATE. ....	8
19. ENTIRE AGREEMENT. ....	8
20. SEVERABILITY. ....	8
21. WAIVER. ....	8
22. EXECUTION. ....	9

## AGREEMENT

### 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into as of December 17, 2025 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (“TCMHA”) and EXECUTIVE LINGUIST AGENCY, INC., incorporated under the laws of the State of California and having its registered address at 1740 Gates Avenue, Manhattan Beach, CA 90266-7031 (“CONTRACTOR”). TCMHA and CONTRACTOR are sometimes individually referred to as a “Party” and collectively as “Parties.”

### 2. CONTRACTOR

The express intention of the Parties is that CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between CONTRACTOR and TCMHA or any employee or agent of CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s employees, except as set forth in this Agreement. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

### 3. SCOPE OF SERVICES

CONTRACTOR shall provide Interpreting Services, virtually and in person, and Translation of Documents Services as set forth in CONTRACTOR’s Proposal for Translation and Interpreting Services (“Services”). attached hereto and incorporated herein as ‘Exhibit A’. CONTRACTOR affirms that it has the appropriate experience, expertise, and resources to undertake the Services and has agreed to undertake the Services pursuant to this Agreement.

### 4. PERFORMANCE OF SERVICES

CONTRACTOR reserves the sole right to control or direct the manner in which the Services are to be performed. CONTRACTOR shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the Services to be performed under this Agreement. CONTRACTOR shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. CONTRACTOR warrants that it is not a party to any other existing agreement which would prevent CONTRACTOR from entering into this Agreement or which would adversely affect CONTRACTOR’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

## 5. SUBCONTRACTORS

Neither Party hereto may assign this Agreement, nor will CONTRACTOR subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of TCMHA.

## 6. TIME AND LOCATION OF WORK

CONTRACTOR shall perform the Services required by this Agreement at any place or location and at any time as requested by TCMHA, so long as the Services are provided within the manner and time frame pursuant to this Agreement.

## 7. TERM

The Services and/or materials furnished under this Agreement shall commence on December 17, 2025 and shall be and remain in full force and effect until amended, or terminated, in accordance with the provisions of Section 8 below.

## 8. TERMINATION. This Agreement may be terminated only as follows:

**8.1 Written Election.** Either Party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other Party. CONTRACTOR agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

**8.2 Effect of Termination.** No termination of this Agreement shall affect or impair CONTRACTOR's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, CONTRACTOR shall immediately deliver all written work product, if any, to TCMHA, and a final invoice which shall be consistent with all work performed up to the date of termination.

## 9. COMPENSATION. For the full performance of this Agreement:

**9.1** TCMHA shall pay CONTRACTOR the established per minute rates as indicated in the Fee Schedules incorporated herein under 'Exhibit A', within thirty (30) days following receipt of invoice and completion/delivery of Services as detailed in Sections 3 of this Agreement and only upon satisfactory delivery/completion of the Services in a manner consistent with professional/industry standards for the area in which CONTRACTOR operates. CONTRACTOR's invoices must include updated records on a monthly basis showing how many minutes were used. TCMHA is not responsible for paying for any work done by CONTRACTOR or any subcontractor, which was not authorized by TCMHA.

**9.2** CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate CONTRACTOR for incomplete goods/services.

**9.3** CONTRACTOR acknowledges and agrees that, as an independent contractor, the CONTRACTOR will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on CONTRACTOR's behalf, nor reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon CONTRACTOR. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to CONTRACTOR.

## **10. LICENSES**

CONTRACTOR shall carry out the Services in conformity with all applicable federal, state and local laws, codes, ordinances, orders, regulations, and statutes, including business permits and licensing requirements necessary to conduct business and all applicable federal and state occupation, safety and health standards.

## **11. PROPRIETARY INFORMATION**

The CONTRACTOR agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. The CONTRACTOR will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for CONTRACTOR to render the Services to TCMHA and employees of TCMHA, without written approval by Executive Director of TCMHA, either during or after its engagement with TCMHA, unless and until such Proprietary Information has become public knowledge without fault by the CONTRACTOR. CONTRACTOR shall also be bound by all the requirements of HIPAA.

## **12. AUDITS**

CONTRACTOR shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the CONTRACTOR's expense, for a minimum of seven (7) years after the Agreement expires, unless the CONTRACTOR is notified in writing by TCMHA of the need to extend the retention period. The Contractor shall include a copy of this Section 12 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or TCMHA.

## **13. CONFLICT OF INTEREST**

CONTRACTOR hereby certify that to the best of their knowledge or belief, no elected/appointed official or employee of TCMHA is financially interested, directly or indirectly, in the provision of Services specified in this Agreement. Furthermore, CONTRACTOR represents and warrants to TCMHA that it has not employed or retained any person or company employed by TCMHA to

solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

## **14. GENERAL TERMS AND CONDITIONS.**

### **14.1 Indemnity.**

**14.1.1** CONTRACTOR shall, at its sole cost and expense, indemnify, defend and hold harmless TCMHA, its elective and appointive officers, officials, agents, employees, volunteers, and CONTRACTORS who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitees" in this Subsection (1) of Section 14), from any and all demands, claims, compensation, fines, penalties, costs or liability of personal injury, bodily injury (including death) and property damage of any nature, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses (collectively "Claims"), in law or in equity, whether actual, alleged or threatened, caused by or arising out of, in whole or in part, the acts or omissions of CONTRACTOR, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees, directors, agents or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof), (collectively "CONTRACTOR Indemnitors" in this Subsection (1) of Section 14), including the CONTRACTOR Indemnitors' active or passive negligence, recklessness or willful misconduct in the performance of this Agreement, except as for Claims arising from the sole negligence or willful misconduct of TCMHA Indemnitees. With regard to CONTRACTOR's work product, CONTRACTOR agrees to indemnify, defend and hold harmless TCMHA, or any TCMHA Indemnitees, from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of CONTRACTOR under this Agreement. All duties of the Contractor under this Subsection (1) of Section 14 shall survive expiration or termination of the Agreement.

**14.1.2** CONTRACTOR must obtain executed indemnity agreements with provisions identical to those in Section 14.1.1 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of the Services. If CONTRACTOR fails to obtain such indemnities, CONTRACTOR shall be fully responsible and indemnify, hold harmless, and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged, or threatened, arising or claimed to arise out of, pertaining to, or relating to the acts or omissions of CONTRACTOR's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors, or their respective officers, agents, servants or employees (or any entity or individual that CONTRACTOR's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

**14.2 Insurance.** CONTRACTOR shall obtain and file with TCMHA, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

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

**14.2.2 Errors And Omissions Insurance:** \$2,000,000 per occurrence and \$4,000,000 annual aggregate.

**14.2.3 Commercial General Liability Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

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

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

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

**14.2.7** To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

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

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

**14.4 Changes to the Agreement.** This Agreement shall not be assigned or transferred without advance written consent of TCMHA. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The CONTRACTOR agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

**14.5 Records.** All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. CONTRACTOR will be responsible for and maintain such records during the term of this Agreement. CONTRACTOR hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and CONTRACTOR agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

**14.6 Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to CONTRACTOR (Business Associate) in accordance with all applicable legal requirements to allow CONTRACTOR to perform the Services on TCMHA's behalf pursuant to this Agreement. CONTRACTOR is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, CONTRACTOR will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

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

**14.8 Non-Use of Names.** Except as required by applicable law, neither Party shall use the name of the other Party, of the other Party's officials, employees, volunteers, or independent contractors acting as that Party's official, in any publicity without the prior written permission of the Party whose name is to be used.

**14.9 Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

## **15. REPRESENTATIVE AND NOTICE**

**15.1 TCMHA's Representative.** TCMHA hereby designates its Executive Director to act as its representative for the performance of this Agreement ("TCMHA's Representative"). TCMHA's Representative shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

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

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

If to TCMHA:

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

If to CONTRACTOR:

Executive Linguist Agency, Inc.  
1740 Gates Avenue  
Manhattan Beach, CA 90266-7031  
Attn: Project Manager

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

## **16. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT**

Notwithstanding any other provision of this Agreement, the Parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary of this Agreement; and no third

Party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

**17. EXHIBITS.** The following attached exhibits are hereby incorporated into and made a part of this Agreement:

**17.1** Exhibit A: Proposal for Language Services & Fee Schedules Dated 08/24/2023

**17.2** Exhibit B: Business Associate Agreement

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

**18. EFFECTIVE DATE**

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

**19. ENTIRE AGREEMENT**

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

**20. SEVERABILITY**

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

**21. WAIVER**

No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement. In no event shall the making by TCMHA of any payment to the CONTRACTOR constitute or be construed as a waiver by TCMHA of any breach of covenant, or any default that may then exist on the part of the CONTRACTOR, and the making of any such payment by TCMHA shall in no way impair or prejudice any right or remedy available to TCMHA with regard to such breach or default.

**22. EXECUTION**

**22.1** Each person executing this Agreement on behalf of CONTRACTOR warrants that he or she is duly authorized to execute this Agreement on behalf of CONTRACTOR and that by his or her execution, CONTRACTOR is formally bound to the provisions of this Agreement.

**22.2** CONTRACTOR certifies it is aware of the requirements of Sections 313 of the California Corporations Code. If CONTRACTOR is a corporate entity, it shall either: (i) provide TCMHA written proof that each person executing this Agreement on CONTRACTOR's behalf is duly authorized to bind CONTRACTOR; or (ii) provide two signatories to this Agreement, of whom the first must be CONTRACTOR's chairman of the board, president, or a vice president and the second must be CONTRACTOR's secretary, an assistant secretary, its chief financial officer, or an assistant treasurer.

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

**TRI-CITY MENTAL HEALTH  
AUTHORITY**

**EXECUTIVE LINGUIST AGENCY, INC.**

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

By: \_\_\_\_\_  
Robert Randolph, Project 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****EXECUTIVE LINGUIST AGENCY, INC.  
for  
TRI-CITY MENTAL HEALTH****Tri-City Mental Health: Language Services RFP**

Tri-City Mental Health ("TCMH"), a designated mental health authority, provides mental health services for community residents including children, youth, adults, and older adults.

To meet the path to recovery needs of its residents, TCMH is committed to providing the highest quality and culturally inclusive treatment.

The objective herein is for TCMH to provide the following supplemental services to its community residents, where needed:

- Translation of documents into requested language
- Interpreters virtually and in person

**Executive Linguist Agency: RFP Response****Company Overview:**

Executive Linguist Agency, Inc. ("ELA") is a Language Service Provider in its 45<sup>th</sup> year of service providing interpreting, translation, and transcription services in all languages, nationwide.

ELA's core clients include healthcare organizations, hospitals, clinics, insurance companies, human resources divisions, doctors, nurse case managers, and many others involved in the treatment of patients and individuals for physical and mental health care and recovery.

ELA has in-house, fully employed, Spanish-speaking interpreters who service over-the-phone (on-demand) interpreting, video remote (virtual) interpreting, document translation, and assist in the co-ordination and scheduling of on-site (on location) appointments.

ELA also has a vast and qualified network of independently contracted interpreters who provide interpreting services on-site (in-person), via video remote (virtual), over-the-phone, and provide written translations for all languages. ELA's network includes certified medical and certified legal interpreters/translators where required.

ELA's in-house, fully employed, schedulers assist with the booking and managing of all appointments on the service calendar.

ELA does not sub-contract its services to other language companies and only utilizes interpreters who are fully vetted.

**Service Information:**

- Over-the-phone interpreting services are available 5AM to 5PM PST.\*
- On-site appointment interpreting requests should be mailed to [mail@executivelinguist.com](mailto:mail@executivelinguist.com) and will be responded to during regular business hours.
- Written (document) translation requests should be mailed to [mail@executivelinguist.com](mailto:mail@executivelinguist.com) and will be responded to during regular business hours.
- ELA uses human reception only with no key entry to ensure faster connection times to interpreters, to avoid call disruptions and for the initial ease of a non-English speaking caller.

ELA does not use 3rd party scheduling platforms. Live schedulers manage all appointment requests through a proprietary platform to handle any nuances actively and efficiently such as last-minute schedule cancellations, emergency bookings, or special circumstances that cannot be handled effectively by automated services.

*\*Before/After hours and weekend phone hours are available by appointment only.*

**Service Rates:**

See the attached documents.

**Prepared by:** Roxanne Watson  
**Date:** August 24, 2023  
**Company:** Executive Linguist Agency, Inc.



**Executive Linguist Agency, Inc.  
2025-2026 Interpreting Rates  
Quality Service Guaranteed Since 1978**

All pricing includes service from handpicked professional interpreters, remote support and/or local travel, careful management with hands-on scheduling, individual attention and concierge service at every step.<sup>1</sup> All languages available.<sup>2</sup>

<b>ON DEMAND CONFERENCE CALLING AND DETAILED VOICE MESSAGES</b>	
Spanish Conference Call	\$15, includes 10 minutes service, \$1.50/min after
Other (non-Spanish) Conference Call	\$25, includes 10 minutes service, \$2.50/min after
<b>IN PERSON, ON SITE INTERPRETING</b>	
Non-Certified Spanish	\$182.50, includes 2.5 hours service, \$55/hr after
Medical Certified Spanish	\$300, includes 3 hours service, \$85/hr after
Legal Certified Spanish	\$390/half day, \$705/full day, <sup>3</sup> \$105/hr after
Qualified or Registered ASL/Other (non-Spanish)	\$360, includes 3 hours service, \$105/hr after
Medical Certified Other (non-Spanish)	\$420, includes 3 hours service, \$125/hr after
Legal Certified Other (non-Spanish)	\$540/half day , \$1005/full day, \$155/hr after
<b>PRE-SCHEDULED REMOTE INTERPRETING</b>	
Spanish Phone or Videoconferencing Appointment	\$110, includes 2 hours service, \$55/hr after
Medical Certified Spanish Phone or Videoconferencing Appointment	\$170, includes 2 hours service, \$85/hr after
Legal Certified Spanish Phone or Videoconferencing Appointment	\$315/half day, \$630/full day, \$105/hr after
Qualified or Registered ASL/Other (non-Spanish) Phone or Videoconferencing Appointment	\$210, includes 2 hours service, \$105/hr after
Medical Certified Other (non-Spanish) Phone or Videoconferencing Appointment	\$250, includes 2 hours service, \$125/hr after
Legal Certified Other (non-Spanish) Phone or Videoconferencing Appointment	\$465/half day, \$930/full day, \$155/hr after
<b>Transportation, transcription, and translation are also available. Email for a quote.</b>	

Call **800-522-2320** to speak to our staff or email us at [mail@executivelinguist.com](mailto:mail@executivelinguist.com) to schedule interpreting or translation services.  
Live assistance is available Monday through Friday, 8 a.m. to 5 p.m. nationwide.  
Thank you for choosing [Executive Linguist](#).

<sup>1</sup> \$45 rush charge for onsite and remote requests with less than 24 hours notice, \$25 International Conference Call fee, non-local travel fees (assessed on a case by case basis), and \$75 Equipment fee for onsite depositions where interpreters must bring computer equipment to connect claimants are NOT included.

<sup>2</sup> Exotic (rare, hard to find) languages and Japanese interpreting are priced on a case by case basis.

<sup>3</sup> For Legal interpreting, Half Day covers 3 hours, Full Day covers 6 hours.

**EXHIBIT B****BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 17th day of December, 2025 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and EXECUTIVE LINGUIST AGENCY, INC. (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

**RECITALS**

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

**NOW, THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

**AGREEMENT****I. Definitions.**

A. **Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

B. **Business Associate** shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

**C. Consumer** is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

**D. Covered Entity** shall have the meaning given to such term under 45 C.F.R. § 160.103.

**E. Data Aggregation** shall have the meaning given to such term under 45 C.F.R. § 164.501.

**F. Designated Record Set** shall have the meaning given to such term 45 C.F.R. § 164.501.

**G. Electronic Protected Health Information or EPHI** means Protected Health Information that is maintained in or transmitted by electronic media.

**H. Electronic Health Record** shall have the meaning given to such term under 42 U.S.C. § 17921(5).

**I. Health Care Operations** shall have the meaning given to such term under 45 C.F.R. § 164.501.

**J. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**K. Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

**L. Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

**M. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**N. Subcontractor** shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

**O. Unsecured PHI** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“Secretary”).

## II. Obligations of Business Associate.

**A. Permitted Access, Use or Disclosure.** BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

**B. Prohibited Uses and Disclosures.** Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**C. Appropriate Safeguards.** BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

### D. Reporting of Improper Access, Use, or Disclosure.

**1. Generally.** BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action

to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

**2. Breaches of Unsecured PHI.** Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

**3. Mitigation.** BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

**E. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

**F. Access to Protected Information.** To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

**G. Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

**H. Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

**I. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

**J. Minimum Necessary.** BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE's minimum necessary policies and procedures as furnished to BA.

**K. Permissible Requests by Covered Entity.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

**L. Breach Pattern or Practice.** If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

**III. Indemnification; Limitation of Liability.** To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

**IV. Business Associate's Insurance.** BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance, and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

**V. Term and Termination.**

**A. Term.** The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

**B. Termination.**

**1. Material Breach by BA.** Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

**2. Effect of Termination.** Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**VI. Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

**VII. Compliance with State Law.** Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

**VIII. Compliance with 42 C.F.R. Part 2.** CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

**IX. Amendment to Comply with Law.** Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable

Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

**X. No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**XI. Notices.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

**If to CE:** Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711  
Attn: Privacy Officer

**If to BA:** Executive Linguist Agency, Inc.  
1740 Gates Avenue  
Manhattan Beach, CA 90266-7031  
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

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

EXECUTIVE LINGUIST AGENCY,  
INC.

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

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

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

ONTSON PLACIDE

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

ROBERT RANDOLPH

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

EXECUTIVE DIRECTOR

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

PROGRAM MANAGER

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

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

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

**EXHIBIT C**

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

EXECUTIVE LINGUIST AGENCY, INC.

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

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

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

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

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

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

Date	Robert Randolph, Program Manager Contractor or Vendor’s Name	Contractor or Vendor’s Signature
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Date	Ontson Placide, Executive Director TCMHA Executive Official’s Name	TCMHA Executive Official’s Signature
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**Tri-City Mental Health Authority  
AGENDA REPORT**

**DATE:** December 17, 2025

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

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

**BY:** Micaela P. Olmos, CPMC, JPA Administrator/Clerk

**SUBJECT:** Election of a Governing Board Liaison to the Tri-City Mental Health Commission after a Vacancy Exists

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Summary:

Carolyn Cockrell, former Governing Board Member serving as the Community Representative for the City of La Verne, also served as the Governing Board Liaison to the TCMHA Mental Health Commission (MHC) until November 4, 2025, when she submitted her resignation resulting in a vacancy of the governing body representative in the MHC. Therefore, the Governing Board shall select a new board liaison to the MHC.

Background:

Article IV (Membership) of the TCMHA Mental Health Commission Bylaws states that the composition of the MHC shall be as mandated by the California Welfare and Institutions Code (WIC) Section 5604. Accordingly, the MHC consists of a minimum of ten (10) members, with reasonable representation from all three localities. In addition, the WIC also states that a member of the Governing Board shall be a member of the MHC (WIC 5604c).

The MHC is an advisory body to the Governing Board, and it has no policy or budget authority. Its role is to review, evaluate and advise the local mental health director (executive director) and governing body (Governing Board) concerning its statutory duties (WIC 5604.2). The MHC communicates with the Governing Board through its public meetings, minutes, and reports, and through the board member liaison which further facilitates bilateral communications between the two bodies. Lastly, the MHC regular meetings are held on the 2nd Tuesday of the month at 3:30 p.m.; except in August when no meetings are held; and the Governing Board and the MHC meet jointly twice each year in May and December.

Funding:

None required.

Recommendation:

Staff recommend that the Governing Board select its Board liaison to the MHC.